

EXHIBIT E



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marccmathis@rimmaxwheels.com

Patrick Mixon message 55 of 55

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From: "Mixon, Patrick" <pmixon@swlaw.com>

Date: 7 Oct 14:01 (PDT)

To: <marccmathis@rimmaxwheels.com>, "Marc C Mathis" <marccmathis@msn.com>

Subject: Attorney Client Privilege

Sav
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Pri
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Tex
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Mail

Marc:

Attached is the updated Supply Agreement. I have changed the address for RiMM, added a paragraph 9.15 making the agreement effective upon acceptance of the from RiMMax to RC Components.

In your communication to RC Components, please ensure that you mention that it is accompanied by an agreement to be executed by RC Components. Encourage Components to review the contract prior to beginning work on the rims.

I can't find a Moye who is licensed to practice in NY. However, if you are comfortable with Mr. Moye, then I say sit with him and do business.

Talk with you soon.

PM

Attachments:

[Supply Agreement.doc](#)
(92 k)

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SUPPLY AGREEMENT

This Supply Agreement ("Agreement"), effective as of _____, 2002, is between RC Components, Inc. a Kentucky corporation ("Supplier"), having a principal place of business at 373 Mitch McConnell Way, Bowling Green, KY 42104, and The RiMMax Wheels, L.L.C., a Delaware corporation ("RiMMax"), having its principal place of business at 1148 Pulaski Highway, Suite 107-344, Bear, Delaware 19701.

1. GENERAL TERMS OF PURCHASE AND SALE

1.1. Products Manufactured and Purchased. Supplier shall manufacture, package, label, pack for shipment, and tender to carriers, and RiMMax shall purchase from Supplier, the products described on Schedule A of this Agreement ("Products") pursuant to purchase orders submitted by RiMMax to Supplier from time to time in accordance with Section 3.5. The Products shall be manufactured, packaged, labeled and packed in strict compliance with procedures, standards, requirements and other specifications agreed upon in writing by RiMMax and Supplier and, once agreed upon by RiMMax and Supplier, will be attached as Schedule B to this Agreement (the "Specifications"). In the event that Supplier decides to change the manufacturing location of the Products, Supplier shall notify RiMMax of such change as soon as practicable, but in any event at least one hundred eighty (180) days prior to effecting such change, and Supplier shall bear all costs associated with such change. All manufacturing of the Products shall occur in a facility approved and qualified by RiMMax.

1.2. Pricing Fee and Payment Terms. RiMMax shall pay to Supplier the prices and/or fees described on Schedule A. Such prices and/or fees constitute Supplier's entire compensation for its performance under this Agreement and, except as otherwise specifically provided herein, RiMMax shall not be obligated to pay Supplier any other charges, costs (including pallet costs), taxes or expenses. Supplier shall issue invoices to RiMMax to accompany all shipment of Products. Payment shall be made under such terms as are agreed to between the parties. All payments shall be made in U.S. dollars.

1.3. Meet or Beat Clause. During the term of this Agreement, RiMMax shall be entitled to seek and consider competitive offers from third parties to manufacture, supply and/or assemble the Products and Supplier shall have the right to match any such third party offers on the same or substantially similar terms and conditions. RiMMax shall determine, in its reasonable discretion, whether Supplier's manufacture, supply and/or assembly of the Products is competitive with any third party offer. In making such determination, RiMMax shall consider the competitive factors, including, but not limited to, price, transportation and delivery costs, technological advances, formulation and processing enhancements, as well as Supplier's past performance and ability to perform in the future on a timely basis, Supplier's ability to make changes requested by RiMMax and any other factors RiMMax deems appropriate. If RiMMax determines that Supplier's manufacture, supply and/or assembly of the Products is not competitive with a third party offer, RiMMax may terminate this Agreement in accordance with Section 2.2(c).

1.4. No Minimum Quantities. RiMMax agrees that the initial design of the Product includes minimums in accordance with Schedule A. Upon completion of the initial Product designs, all volume estimates made by RiMMax to Supplier are estimates only and RiMMax shall have no obligation to purchase any minimum volumes. In addition, the payment to be paid to Supplier pursuant to Section 1.2 is not dependent upon RiMMax meeting any such volume estimates and is not subject to any increase if such volume estimates are not achieved. This Agreement is not a requirements contract and RiMMax shall be free to use other third parties to manufacture, supply and/or assemble the Products for RiMMax.

2. TERM; TERMINATION

2.1. Term. The term of this Agreement shall commence as of date hereof and shall remain in full force and effect for three (3) years, unless otherwise terminated earlier pursuant to Section 2.2. This Agreement may be renewed upon the parties' mutual written agreement.

2.2. Termination. This Agreement may be terminated by either RiMMax or Supplier in accordance with any of the following provisions:

(a) At any time if a party fails to perform or comply in any material respect with any of its obligations under this Agreement (except pursuant to a force majeure event set forth in Section 9.2), and such failure is not remedied within ten (10) days after receipt of written notice of such failure, then the non-breaching party may terminate this Agreement; provided, however, that such right to cure shall not be required to be given more than one (1) time during any twelve (12) month period even if different obligations are being breached by the breaching party;

(b) At any time, if a party fails to perform or comply in any material respect with any of its obligations under this Agreement for a period of at least sixty (60) consecutive or cumulative days due to a force majeure event set forth in Section 9.2, then the other party may terminate this Agreement;

(c) By RiMMax, upon sixty (60) days prior written notice if RiMMax determines that Supplier's manufacture, supply and/or assembly of the Products is not competitive pursuant to Section 1.3;

(d) If a party shall: (i) be unable to pay or admits in writing its inability to pay its debts as they mature; (ii) make a general assignment for the benefit of creditors; (iii) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (iv) file a petition or be the subject of an involuntary petition in bankruptcy or for reorganization or for an arrangement pursuant to a bankruptcy act or insolvency which petition is not dismissed within ninety (90) days from such filing; or (v) be adjudicated as bankrupt or insolvent, then the other party may terminate this Agreement.

2.3. Conflicts of Interest. Supplier shall immediately notify RiMMax in writing if (a) Supplier is doing or begins to do business with any business that sells products that compete with RiMMax's products, (b) there is anything that prohibits or restricts Supplier from doing business with or providing or licensing Technology (as defined in Section 6.1(a)) to RiMMax or (c) Supplier grants any of RiMMax's competitors with preferential rights to any of Supplier's Technology. In addition to the rights set forth in Section 2.2, RiMMax shall have the right to terminate this Agreement upon sixty (30) days notice at any time after receipt of such written notice from Supplier.

2.4. Purchase of Inventories Upon Termination. Upon termination or expiration of this Agreement, RiMMax, at its discretion, shall be entitled to purchase Supplier's raw material, packaging, work in process and finished goods inventories that (a) are unique to the Products, (b) cannot otherwise be used by Supplier and (c) are covered by firm RiMMax purchase orders or are long lead time items that RiMMax agreed in writing to purchase. Notwithstanding the foregoing, RiMMax shall have no obligation to purchase such inventories if RiMMax terminates this Agreement pursuant to Section 2.2(a), (b) or (d) or Section 2.3. RiMMax shall not be liable for any claim based upon any expenditure, investment or commitment made by or on behalf of Supplier or in connection with the establishment, development or maintenance of any business or goodwill of Supplier.

2.5. Rights Upon Termination. Any termination of this Agreement shall be without prejudice to all other rights and remedies available to the parties under this Agreement or at law or in equity.

3. MANUFACTURING PRACTICES AND PROCEDURES

3.1. Supplier Responsibilities. Supplier shall manufacture the Products in compliance with the Specifications. Supplier shall purchase and provide all raw materials, components, packaging, labeling and shipping materials, labor, utilities and equipment necessary to manufacture the Products and pack the Products for shipping, all in strict compliance with the Specifications. Use of materials shall be on a first in, first out basis, unless otherwise agreed to in writing by RiMMax. Supplier shall prepare and deliver in a timely fashion all reports and information reasonably requested by RiMMax, including, without limitation, product quality, daily production and shipping reports. Upon the date hereof and each anniversary hereafter, Supplier shall provide RiMMax with a list of all assets that are located at one of Supplier's facilities but are owned by RiMMax. Supplier shall cooperate to ensure that such assets are conspicuously marked as being owned by RiMMax and shall not move any such assets without the prior written approval of RiMMax. In

Supplier's written request and at Supplier's expense.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1. Definitions.

(a) "Technology" means all methods, processes, designs, data, software, apparatus, devices, techniques, formulations, flow charts, block diagrams, reports, systems, sketches, compositions of matter, discoveries and inventions (whether or not patentable), works of authorship (whether or not copyrightable), information, algorithms, procedures, notes, summaries, results and conclusions.

(b) "RiMMax Confidential Information" means any and all information, Intellectual Property or Technology that (i) concerns or relates to any aspect of the Products or the business of RiMMax; (ii) is owned or used by RiMMax; or (iii) is, for any reason, identified or otherwise treated as confidential by RiMMax, except such information or Technology that Supplier can clearly show (A) was publicly known prior to the date of this Agreement; (B) subsequent to the date of this Agreement has become publicly known through no fault of Supplier; (C) was known to and documented by Supplier prior to the date of this Agreement and with respect to which Supplier was not and is not under any obligation of confidentiality; or (D) was disclosed to Supplier without restriction on disclosure or use by a third party who was not under any obligations of confidentiality (contractual or otherwise).

(c) "Supplier Confidential Information" means information or Technology proprietary to Supplier (whether or not reduced to writing or other tangible medium of expression, and whether or not patented, patentable, capable of trade secret protection or protected as an unpublished or published work under the United States Copyright Act of 1976, as amended), which Supplier informs RiMMax in writing is confidential except such information or Technology which RiMMax can clearly show (i) was publicly known prior to the date of this Agreement; (ii) subsequent to the date of this Agreement has become publicly known through no fault of RiMMax; (iii) was known to and documented by RiMMax prior to the date of this Agreement and with respect to which RiMMax was not and is not under any obligation of confidentiality; or (iv) was disclosed to RiMMax without restriction on disclosure or use by a third party who was not under any obligations of confidentiality (contractual or otherwise).

6.2. Intellectual Property. Unless otherwise agreed to in writing by RiMMax and Supplier, RiMMax is the sole and exclusive owner of all Technology relating to, concerning or incorporated in the Products, including Technology jointly developed by RiMMax and Supplier, together with all molds (whether provided by Supplier or RiMMax) and intellectual property relating thereto. All intellectual property which has arisen prior to the date of this Agreement or arises hereafter as a result of work that Supplier performed or performs in connection with the Products, including, without limitation, conceptions, innovations, developments, processes, formulations, improvements or methods, whether or not patentable or susceptible to any other form of protection, shall be the sole and exclusive property of RiMMax. Supplier shall not take, omit to take or cause any action that is inconsistent with or tends to diminish or impair RiMMax's rights as set forth in this Section 6.2, and Supplier agrees to assist in every proper and legal way to obtain, maintain and protect RiMMax's rights in such property in the United States and all foreign countries. Supplier hereby assigns, and agrees to assign, to RiMMax all right, title and interest in the United States and all foreign countries in and to RiMMax's rights set forth in this Section 6.2, including any and all patents, patent applications, copyright registrations, trade secrets, rights under international treaties or any other protection available in any country.

6.3. Warranties Regarding Technology. Supplier hereby warrants that it has the right as of the date of this Agreement, and hereafter will not impair such right, to make all transfers to RiMMax as set forth in this Agreement. A paid-up, perpetual license on behalf of RiMMax shall be obtained by Supplier in respect of any third party proprietary Technology relating to, concerning or incorporated in the Products. Supplier warrants that such a license is readily available on reasonable terms and can be obtained for RiMMax and any parties that RiMMax might, in the future, license to make, have made, use or sell the

shall RiMMax be required to reimburse Supplier for the costs incurred in destroying or returning such nonconforming materials. Upon RiMMax's request, Supplier shall physically witness the destruction of such materials and shall provide written certification to RiMMax that such materials have been completely destroyed. At RiMMax's option, RiMMax also may have a representative present to witness such destruction.

3.9. RiMMax Representative. RiMMax shall have the right to have a mutually agreed number of its representatives on-site at Supplier's manufacturing facilities to monitor Supplier's performance under this Agreement, observe the manufacturing process, and coordinate shipments. Supplier shall cooperate by supplying such office space, administrative assistance, and utilities (excluding long distance telephone services) to such RiMMax representatives.

4. INSPECTION AND AUDIT

4.1. Inspection. Upon forty-eight (48) hours advance written notice to Supplier, RiMMax shall have the right, during Supplier's normal business hours, to inspect Supplier's manufacturing facility where the Products are made and where materials used to manufacture and package the Products are handled or stored and to observe the manufacture, packaging, storage, inspection, testing and shipping of the Products.

4.2. Audit. Supplier shall keep complete and accurate accounts, records, books and data with respect to Supplier's performance under this Agreement (the "Records"). RiMMax and its representatives shall have the right, at all reasonable times, to inspect, copy and audit the Records relating to Supplier's performance under this Agreement and such other documents and records as may be reasonably necessary to verify Supplier's performance of its obligations under this Agreement. Supplier shall retain all Records during the term of this Agreement and for at least four (4) years thereafter and make the same available to RiMMax and its representatives within five (5) days after receipt of a written request for such Records from RiMMax.

5. QUALITY CONTROL & ASSURANCE: WARRANTIES

5.1. Quality Control. Supplier shall conduct all quality control sampling, testing and assays required by the Specifications. All such sampling, testing and assays shall be conducted by qualified personnel. Supplier shall bear the cost of all equipment to perform such sampling, testing and assays. Written summaries of quality test results shall be available to RiMMax, at no cost, upon RiMMax's request. Supplier shall retain records relating to its quality control testing and assays for at least four (4) years after such testing is completed.

5.2. Supplier's Warranties. Supplier warrants that it will have good and marketable title to all Products sold to RiMMax and that all Products sold to RiMMax will strictly conform to the Specifications and RiMMax's quality control standards, will be fit for their intended use, will comply with all applicable laws, rules, regulations and industry standards, will be manufactured using Good Manufacturing Practices, will be free from all defects in material and workmanship and will be free and clear of all liens and encumbrances (the "Product Warranties").

5.3. Nonconforming Products. The total costs, including, but not limited to, raw materials, packaging supplies, packing charges, proper disposal costs, product returns and recall costs, relating to Products manufactured by Supplier that do not comply with the Specifications, the Product Warranties or any other provision of this Agreement shall be the financial responsibility of Supplier. If RiMMax believes that any Products do not comply with the Specifications, Product Warranties or any provisions of this Agreement, RiMMax shall notify Supplier of such nonconformance and, upon Supplier's request, provide written details and deliver a sample of such nonconforming Products to Supplier. Supplier shall promptly notify RiMMax whether Supplier agrees that such Products are not in compliance. Supplier shall have the right to rework or dispose of nonconforming Products only with the written consent of RiMMax, which consent shall not be unreasonably withheld. Supplier shall replace any such nonconforming Products with conforming Products at Supplier's expense within a reasonable time but no later than 4 weeks after receipt of RiMMax's notice of nonconformity. Any nonconforming Products shall be returned to Supplier upon

addition, Supplier agrees to sign such further documents or instruments (including, without limitation, a Form UCC-1) requested by RiMMAX to protect RiMMAX's interest in such assets. Further, Supplier shall maintain such assets in good working order and condition (ordinary wear and tear excepted).

3.2. **Supplier Capacity.** Supplier represents and warrants that it has sufficient capacity to supply the volumes of the Products agreed to in writing signed by the parties. In the event of the occurrence of a force majeure event which might otherwise permit Supplier to allocate production and delivery of different products among Supplier's various customers, Supplier shall continue to manufacture, supply and/or assemble and deliver to RiMMAX 100% of the Products ordered by RiMMAX pursuant to this Agreement.

3.3. **Inventories.** Supplier shall be responsible for maintaining all raw material and component inventories, order quantities, lead times, and delivery dates. All unused materials relating to the Products shall be stored in Supplier's warehouse. Supplier shall notify RiMMAX immediately of any significant loss of materials and Supplier shall be responsible for all losses and shrinkage of materials. Supplier shall perform an annual physical inventory relating to the Products at Supplier's own expense and RiMMAX shall have the right to observe such physical inventory. RiMMAX shall bear the expense of any other physical inventories requested by RiMMAX.

3.4. **Scheduling.** The parties shall mutually agree upon scheduled production on a monthly basis. Each party shall use commercially reasonable efforts to respond to scheduling problems of either party as they may arise. Supplier shall retain sole responsibility for scheduling day-to-day production consistent with the aforementioned guidelines.

3.5. **Shipment.** Time of delivery of the Products by Supplier is of the essence. All sales of the Products under this Agreement shall be F.O.B. Supplier's plant in the United States. Title to and risk of loss of such Products shall be transferred to RiMMAX by Supplier upon delivery by Supplier to RiMMAX's designated carrier. If Supplier is late in delivering, in whole or in part, any shipments of the Products to RiMMAX, Supplier shall make all late shipments to RiMMAX as RiMMAX directs, including, without limitation, via air freight, and Supplier shall pay all additional costs and expenses in connection with such late shipments. Supplier shall ensure that all shipments of Products shall comply with all applicable laws, rules and regulations, including, without limitation, the Toxic Substance Control Act.

3.6. **Changes.** RiMMAX shall have the right to request changes from time to time to the Products, the Specifications or any other specifications or procedures. If Supplier believes that such changes would result in an increase or decrease in Supplier's manufacturing costs, Supplier shall promptly notify RiMMAX of the amount of such increase or decrease in writing before Supplier agrees to make the change and shall document such increase or decrease in its manufacturing costs. RiMMAX shall pay only those costs of such changes that RiMMAX agrees to in writing.

3.7. **Special or Test Production.** RiMMAX shall have the right to request from time to time that Supplier manufacture the Products pursuant to an Experimental Order ("EO") furnished by RiMMAX. Prior to the issuance of an EO, Supplier will provide RiMMAX with a written estimate of the feasibility, cost, and production schedule for such EO production. Supplier shall manufacture the Products in strict compliance with any EO. Supplier shall not manufacture any Products that do not strictly conform to the Specifications without a written EO signed by RiMMAX. An EO production shall be conducted prior to the first purchase order submitted to Supplier pursuant to Section 3.4 (b). If RiMMAX advises Supplier that the EO is confidential, Supplier shall restrict access to the EO and information concerning the EO to only those employees of Supplier who have a need to know and shall not permit any other third parties to view the EO, products made during the EO or other information concerning the EO without RiMMAX's prior written consent.

3.8. **Destruction or Return of Materials.** RiMMAX shall have the right to require Supplier to, at RiMMAX's option, destroy or return obsolete, test or other materials, provided that RiMMAX has paid for the materials to be destroyed or returned. RiMMAX shall reimburse Supplier for any reasonable costs incurred in destroying or returning such materials. Notwithstanding the foregoing sentence, RiMMAX shall not be obligated to pay for any nonconforming products or materials that it requests Supplier to destroy nor

Products. At RiMMAX's option, RiMMAX may obtain any necessary third party licenses directly.

6.4. Confidentiality

- (a) During the term of this Agreement and for the longer of either (i) five (5) years after termination of this Agreement or (ii) for so long as the RiMMAX Confidential Information shall not be publicly known, Supplier shall not use any RiMMAX Confidential Information, except on behalf of RiMMAX during the term hereof, or disclose any RiMMAX Confidential Information to any third party, except as authorized in writing by RiMMAX or as required by applicable law. Upon termination of this Agreement or upon written request by RiMMAX, Supplier shall deliver to RiMMAX all RiMMAX Confidential Information, as well as all documents, media, items and Technology comprising, embodying or relating to RiMMAX Confidential Information, as well as any other documents or things belonging to RiMMAX that may be in Supplier's possession.
- (b) During the term of this Agreement and for the longer of either (i) five (5) years after termination of this Agreement or (ii) for so long as the Supplier Confidential Information shall not be publicly known, RiMMAX shall not use any Supplier Confidential Information, except on behalf of Supplier during the term hereof, or disclose any Supplier Confidential Information to any third party, except as authorized in writing by Supplier or as required by applicable law. Upon termination of this Agreement or upon written request of Supplier, RiMMAX shall deliver to Supplier all Supplier Confidential Information, as well as all documents, media, items and Technology comprising, embodying or relating to the Supplier Confidential Information, as well as any other documents or things belonging to Supplier that may be in RiMMAX's possession.
- (c) The provisions of this Section 6.4 shall supersede any other confidentiality agreements between the parties with respect to the subject matter hereof and such confidentiality agreements are hereby terminated as between RiMMAX and Supplier. RiMMAX and Supplier hereby confirm that all proprietary information previously disclosed by one to the other prior to the date of this Agreement shall be deemed RiMMAX Confidential Information or Supplier Confidential Information, as applicable, as long as RiMMAX or Supplier, respectively, have complied with the provisions of this Agreement to protect such RiMMAX Confidential Information or Supplier Confidential Information.

7. INDEMNIFICATION

7.1. Supplier's Indemnification. Supplier shall indemnify, defend and hold harmless RiMMAX and its affiliates, shareholders, members, subsidiaries, directors, officers, employees, agents and representatives, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with (i) any breach by Supplier of the terms of this Agreement; (ii) non-compliance with the Specifications or Product Warranties; (iii) any non-compliance with laws, ordinances, rules or regulations applicable to Supplier's obligations under this Agreement; (iv) any governmental, regulatory or other proceedings to the extent any such proceedings result from Supplier's failure to comply with the Specifications or the Product Warranties; (v) any recall or return of the Products initiated by RiMMAX, whether voluntarily or by order of any court or other duly empowered governmental or regulatory office, to the extent that Supplier's failure to comply with the Specifications or the Product Warranties are responsible for such recall; or (vi) any claim that the manufacture, use or sale of any of the Products infringes upon or violates any patent, trademark, copyright, trade secret or other proprietary rights of any third party.

7.2. RiMMAX's Indemnification. RiMMAX shall indemnify, defend and hold harmless Supplier and its affiliates, shareholders, members, subsidiaries, directors, officers, employees, agents and representatives, from any and all Losses directly or indirectly arising out of, resulting from or in any way connected with (i) any breach by RiMMAX of the terms of this Agreement; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to RiMMAX's obligations under this Agreement; (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from RiMMAX's

acts or omissions in transporting, marketing, distributing and selling the Products; or (iv) any recall or return of the Products initiated by RiMMAX, whether voluntarily or by order of any court or other duly empowered governmental or regulatory office, to the extent that RiMMAX's acts or omissions in the transportation, marketing, distribution or sale of the Products are responsible for such recall.

7.3. Indemnification Procedures. The indemnitor shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the indemnitee, which notice shall be given by the indemnitee within ten (10) days of the indemnitee's knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate the indemnitor's indemnification obligations to the indemnitee unless, and only to the extent to which, such failure has substantially prejudiced the indemnitor. Notwithstanding the foregoing, the indemnitee shall have the right, in its sole discretion and at indemnitee's expense, to participate in or to defend or prosecute, through its own counsel, any claim suit or action for which it is entitled to indemnification by indemnitor; provided, however, that if the indemnitee is advised in writing by its legal counsel that there is a conflict between the positions of the indemnitor and the indemnitee in conducting the defense of such action or that there are legal defenses available to the indemnitee different from or in addition to those available to the indemnitor, then counsel for the indemnitee, at the indemnitor's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the indemnitee. The indemnitor shall not enter into any compromise or settlement without the indemnitee's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against indemnitee shall be reasonable grounds for indemnitee to refuse to provide written consent to a compromise or settlement. If the indemnitor does not assume the defense of such claim, suit or action, the indemnitor shall reimburse the indemnitee for the reasonable fees and expenses of any counsel retained by the indemnitee, and shall be bound by the results obtained by the indemnitee; provided, however, that no such claim, suit or action shall be settled without the indemnitor's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against indemnitor shall be reasonable grounds for indemnitor to refuse to provide written consent to a compromise or settlement.

7.4. Additional RiMMAX Rights. In addition to the provisions of Sections 7.1, in the event the use or sale of any of the Products or any components or parts thereof is enjoined by a court of competent jurisdiction due to any claim of infringement or violation of any patent, trademark, copyright, trade secret, or other proprietary rights of any third party, Supplier shall promptly, at RiMMAX's option: (i) obtain for RiMMAX, at no expense to RiMMAX, the right to continue using the Products or components or parts thereof; (ii) replace the infringing items at no expense to RiMMAX, with a non-infringing item of equal performance and quality; or (iii) modify, at no expense to RiMMAX, the infringing items so that they become noninfringing.

8. INSURANCE. At the request of RiMMAX the Supplier shall keep in force throughout the term of this Agreement and for eighteen (18) months following the termination of this Agreement adequate self insurance or commercial general liability insurance written on an occurrence basis, including products liability and contractual liability coverages as respects this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1. Independent Contractor. Supplier is an independent contractor and not an agent, employee, partner, joint venture partner, subsidiary or an affiliated entity of RiMMAX. No party shall incur any debts or make any commitments on behalf of the other, except to and only to the extent, if at all, specifically provided in this Agreement.

9.2. Force Majeure. Except as otherwise provided herein, neither party shall be liable to the other for any loss or failure to perform resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo or any other cause beyond the reasonable control of such party. Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, the party whose performance is delayed or prevented shall be relieved from fulfilling its obligations under this Agreement during the period of such force majeure event and shall immediately

provide written notice to the other party of such occurrence and the anticipated effect of such occurrence. The party whose performance is affected shall use its best efforts to minimize disruptions in its performance and shall resume full performance of its obligations under this Agreement as soon as possible.

9.3. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing (including facsimile or similar transmission) and mailed (by certified mail, return receipt requested, postage prepaid), sent or delivered (including by way of overnight courier service) addressed as follows:

If to RiMMax:

The RiMMax Wheels, L.L.C.
1300 South Farmview Dr., Suite #J35
Dover, DE 19904
Attention: Marc Mathis
Fax: (302) 292-8346

With a copy to:

Snell & Wilmer L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004
Attn: Patrick L. Mixon, Esq.
Fax: (602) 382-6070

If to Supplier:

RC Components
373 Mitch McConnell Way
Bowling Green, KY 42104
Attention: Rick Ball
Fax: (270) 842-9527

With a copy to:

or to such other address as the parties may give notice to the others by like means. All such notices and communications, if mailed, shall be effective upon the earlier of (a) actual receipt by the addressee, (b) the date shown on the return receipt of such mailing, or (c) three (3) days after deposit in the mail. All such notices and communications, if not mailed, shall be effective upon the earlier of (a) actual receipt by the addressee, (b) with respect to facsimile and similar electronic transmission, the earlier of (i) the time that electronic confirmation of a successful transmission is received or (ii) the date of transmission, if a confirming copy of the transmission also is sent by overnight courier service on the date of transmission, or (c) with respect to delivery by overnight courier service, one (1) day after deposit with such courier service, if delivery on such day by such courier is confirmed with the courier or the recipient. The parties further agree that delivery of a notice or other communication required or permitted to be given hereunder in writing may be given via email addressed to: (a) with respect to RiMMax, marccmathis@rimmaxwheels.com with copies to pmixon@swlaw.com, and (b) with respect to Supplier, rcc@rcccomponents.com with copies to [REDACTED]. Such email notices and communications shall be effective on the date of transmission if a confirming copy of the transmission also is sent via overnight courier service on the date of transmission.

9.4. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors in interest and assigns. Supplier shall not assign this Agreement without the prior written consent of RiMMax, which consent shall not be unreasonably withheld. RiMMax may assign its rights and obligations under this Agreement without the consent of Supplier.

9.5. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision

shall be interpreted to be only so broad as is enforceable.

9.6. Survival. Sections 2.3, 2.4, 4, 5, 6, 7, 8, 9.3, 9.6, 9.13, 9.14 and 9.15 shall survive any termination or expiration of this Agreement.

9.7. Entire Agreement and Conflict. This Agreement (including the Schedules hereto), the Specifications and any other documents incorporated by reference, constitute the entire Agreement and supersede any previous agreement, whether written or oral, between the parties relating to the subject matter of this Agreement. In the event of any conflict, the terms and conditions of this Agreement shall prevail over the terms and conditions of any purchase order or other shipping, delivery, receiving, billing or other document used directly or indirectly by either party in performing this Agreement.

9.8. Amendment and Waiver. This Agreement may not be amended or modified in any respect, except by writing made and executed in the same manner as this Agreement. No provisions of this Agreement shall be waived by any act, omission or knowledge of a party except by an instrument in writing expressly waiving such provisions and executed by the party against whom such waiver is claimed. No waiver of any default under or breach of this Agreement shall operate as a waiver of any other or subsequent default or breach.

9.9. Construction. This Agreement has been submitted to the scrutiny of, and has been negotiated by, all parties hereto and their counsel, and shall be given a fair and reasonable interpretation in accordance with the terms hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

9.10. Headings. The headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

9.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.12. Language of Agreement and Notices. This Agreement is in the English language only, which shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding on the parties. All notices and communications required or permitted to be given or made under this Agreement shall be in the English language.

9.13. Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, U.S.A., without regard to conflict of law principles. All disputes, claims and other matters in controversy arising directly or indirectly out of or related to this Agreement, or the breach hereof, whether contractual or non-contractual, shall be determined by arbitration and shall be settled by a majority vote of three arbitrators, one of whom shall be appointed by RiMMax, one of whom shall be appointed by Supplier and the third of whom shall be appointed by the first two arbitrators. Persons eligible to be selected as arbitrators shall be limited to attorneys who have been in practice at least ten (10) years specializing in corporate matters, who have had both training and experience as arbitrators and who have had no prior relationship or business dealings with either RiMMax or Supplier or their respective directors and officers. If either RiMMax or Supplier fails to appoint an arbitrator within ten (10) days of a request in writing by the other party to do so or if the first two arbitrators cannot agree on the appointment of the third arbitrator, then the third arbitrator shall be appointed by the American Arbitration Association (the "AAA"), provided that such arbitrator also must meet the foregoing eligibility requirements. The arbitration shall be conducted in the English language, in the City of Dover, Delaware, U.S.A., in accordance with the commercial rules of the AAA then in effect, subject to any modifications agreed to in writing by the parties. The U.S. Federal Arbitration Act (the "FAA") shall apply to the construction and interpretation of this agreement to arbitrate. The arbitrators shall base their award on applicable law and judicial precedent and, unless both parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based and may include equitable relief. Judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The arbitrators shall award recovery of reasonable attorneys' fees and costs to the prevailing party. The arbitrators' resolution of the dispute shall be final and binding, except that any party can appeal in the

federal courts of the United States of America nearest the City of Dover, Delaware or, if such federal courts do not have jurisdiction, to the courts of the State of Delaware, to vacate and remand, or modify or correct the arbitration award for any of the grounds specified in the FAA or if the arbitrators committed prejudicial error in the application of substantive law to the established facts. The procedures specified in this Section 9.13 shall be the sole and exclusive procedures for resolution of disputes; provided, however, that nothing contained herein shall preclude any party from filing a judicial proceeding seeking equitable or injunctive relief.

9.14. Consent to Jurisdiction. With respect to each matter which is not subject to the mandatory arbitration provisions of Section 9.13, each of the parties hereby irrevocably and unconditionally consents to submit to the jurisdiction of the federal courts of the United States of America (located nearest the City of Dover, Delaware) or, if such federal courts do not have jurisdiction, to the courts of the State of Delaware (located in the City of Dover, Delaware) for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby by the courts of the United States of America or the State of Delaware, in each case, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. Any judgment or other decision of any such court shall be enforceable, without further proceedings, against the named party anywhere in the world where such party is located, does business or has assets.

9.15. Alternate Execution Date of Agreement. Notwithstanding formal execution of this Agreement by the parties, this Agreement shall become effective upon acceptance by Supplier of the initial payment made by RiMMax. The parties therefore a

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly authorized and executed as of the date first above written.

RIMMAX WHEELS, LLC

By: _____
Its: _____

RC COMPONENTS, INC.

By: _____
Its: _____

SCHEDULE A PRICING

The pricing structure for manufacture of RiMMax Wheels' Free Spinning Rims Product is as follows:

Design Time will be billed at \$80 per hour.

Design Time is a one-time charge per design of current project.

Current lead-time for a pair of wheels is 10-12 weeks from time of deposit.

Minimums

Design of center wheel is a 10-piece minimum run per design with a 20-piece minimum per set up.

Hub piece is a total 25-piece minimum run for front and rear.

Pricing

Estimated Design Cost

6 hours per wheel design with 3 designs.	$18 \text{ hours} \times \$80 = \$1440$ - 100% deposit
14 hours for front and rear hubs.	$14 \text{ hours} \times \$80 = \$1120$ - 100% deposit

Estimated Production Cost

Center Wheel Design @ 20 Pieces	$\$248 \times 20 = \4960 - 50% deposit
Front Hub @ 25 Pieces	$\$80 \times 25 = \2000 - 50% deposit
Rear Hub @ 25	$\$95 \times 25 = \2375 - 50% deposit
Chroming Wheel	\$70 each
Chroming Hub	\$15 each

Wheel Cost Breakdown (does not include the parts listed above)

	<u>Retail</u>	<u>Dealer</u>	<u>Cost to RIMMax</u>
Front Wheel Polished	\$825	\$618.75	\$464.06
Front Wheel Chrome	\$1075	\$806.25	\$604.69
Rear Wheel Polished	\$1017	\$762.75	\$572.06
Rear Wheel Chrome	\$1267	\$950.25	\$712.69

Total Amount of deposit needed to begin production \$7227.50

**SCHEDULE B
SPECIFICATIONS**

EXHIBIT F



FAX COVER SHEET

373 Mitch McConnell Way
Bowling Green, KY 42101
270-842-6000
270-842-9527

Send to: RIMMAX WHEELS	From: JIM COOPER - SALES DEPT.
Attention:	Date: 4/18/03
Office location:	Office location:
Fax number: 302-730-4062	Phone number:

Urgent Reply ASAP Please comment Please review For your information

Total pages, including cover: 6

Comments:

ATTACHED IS A 5 PAGE REPORT SHOWING ALL OF THE ORDERS WE HAVE RECEIVED THAT WE ARE ABLE TO BEGIN PROCESSING.

AT THIS TIME, WE DO NOT HAVE HUBS AVAILABLE FOR THE YAMAHA R6, HONDA 954 OR CBR 600. THOSE ORDERS HAVE NOT BEEN ENTERED.

YOUR TOTAL ON ORDER IS \$102,182.51

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE, **-SPLIT COMMNSN

CUSTOMER NUMBER FRM DATE ITEM NUMBER

0012150 RIMMax Wheels

ORDER NO	TYPE	DESCRIPTION	P UNIT	WHSL MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
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0038808 STD

ORDER DATE: 05/17/03 STATUS: OPEN

SHIP DATE: 05/17/03

CUST PO: /C	JODY JENDON	SLSPRSN: FRE	LAST INVOICE:	INV DATE:			
05/17/03 RM031735036-10C	2K HYABUSA						
05/17/03 RM031735088-10C	17X3.5" RIM MAX (FREESTYLE) SF	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03 SPR530-40	17X5.5" RIM MAX (FREESTYLE) SF	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/17/03 /POLISH	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	1.000	0.000	0.000	32.40
POLISHING SERVON INVENTORY							
FREIGHT							
10.00							
45.00							

0012160 RIMMax Wheels

0038809 STD ORDER DATE: 05/17/03 STATUS: OPEN

ORDER 0038808 TOTAL: 2,423.40

CUST PO: /C	JODY JENDON	SLSPRSN: FRE	LAST INVOICE:	INV DATE:			
05/17/03 RM031735036-11C	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,641.000	1.000	0.000	0.000	1,641.00
05/17/03 RM031735088-11C	17X5.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,671.000	1.000	0.000	0.000	1,671.00
04/17/03 SPR530-40	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	1.000	0.000	0.000	32.40
/POLISH	FREIGHT				10.00		
10.00							
45.00							

0012160 RIMMax Wheels

0038810 STD ORDER DATE: 05/17/03 STATUS: NEW

ORDER 0038809 TOTAL: 3,399.40

SHIP DATE: 05/17/03

CUST PO: /C	JODY JENDON	SLSPRSN: FRE	LAST INVOICE:	INV DATE:			
05/17/03 RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03 RM031735088-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/17/03 SPR530-40	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	1.000	0.000	0.000	32.40
/POLISH	POLISHING SERVON INVENTORY				10.00		
10.00							
45.00							

0012160 RIMMax Wheels

0038812 STD ORDER DATE: 05/17/03 STATUS: OPEN

ORDER 0038812 TOTAL: 2,423.40

SHIP DATE: 05/17/03

CUST PO: /C	RIM MAX	SLSPRSN: FRE	LAST INVOICE:	INV DATE:			
05/17/03 RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03 RM031735088-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/17/03 SPR530-40	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	1.000	0.000	0.000	32.40
/POLISH	POLISHING SERVON INVENTORY				10.00		
10.00							
45.00							

0012160 RIMMax Wheels

0038813 STD ORDER DATE: 05/17/03 STATUS: OPEN

ORDER 0038812 TOTAL: 2,423.40

SHIP DATE: 05/17/03

CUST PO: /C	RIM MAX	SLSPRSN: FRE	LAST INVOICE:	INV DATE:			
05/17/03 RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03 RM031735088-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/17/03 SPR530-40	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	1.000	0.000	0.000	32.40
/POLISH	POLISHING SERVON INVENTORY				10.00		
10.00							
45.00							

0012160 RIMMax Wheels

0038814 STD ORDER DATE: 05/17/03 STATUS: OPEN

ORDER 0038813 TOTAL: 2,423.40

SHIP DATE: 05/17/03

CUST PO: /C	PAT STRICKLAND	SLSPRSN: FRE	LAST INVOICE:	INV DATE:			
05/17/03 RM031735038-12C	2001 HYABUSA						
05/17/03 RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03 SPR530-40	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/17/03 /POLISH	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	1.000	0.000	0.000	32.40
10.00							
45.00							

0012160 RIMMax Wheels

0038815 STD ORDER DATE: 05/17/03 STATUS: OPEN

ORDER 0038814 TOTAL: 2,423.40

SHIP DATE: 05/17/03

CUST PO: /C	PAT STRICKLAND	SLSPRSN: FRE	LAST INVOICE:	INV DATE:			
05/17/03 RM031735038-12C	2001 HYABUSA						
05/17/03 RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03 SPR530-40	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/17/03 /POLISH	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	1.000	0.000	0.000	32.40
10.00							
45.00							

0012160 RIMMax Wheels

0038816 STD ORDER DATE: 05/18/03 STATUS: OPEN

ORDER 0038815 TOTAL: 2,423.40

SHIP DATE: 05/18/03

CUST PO: /C	LADALE TOLLIVER	SLSPRSN: FRE	LAST INVOICE:	INV DATE:			
05/18/03 RM031735048-12C	2002 ZX-12						
05/18/03 RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03 SPR530-40	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
/POLISH	POLISHING SERVON INVENTORY				10.00		
10.00							
45.00							

Print Date: 05/01/03 2:03 pm

Last Date: 05/01/03

Page: 1

User: JDC / Jim Cooper

--PRICE CHANGE, --SPLIT COMMON
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

		ORDER NO	TYPE	P UNIT	QTY ON	QUANTITY	QUANTITY	EXTENSION
		DESCRIPTION		WHS L MEAS	PRICE	SHIPPED	BACK ORD	
05/18/03	/C	SPRS30-46	16TH SPROCKET S30 CHAIN	000 C EACH	32.400	1.000	0.000	32.40
04/18/03	/POLISH		POLISHING SERV/NON INVENTORY					10.00
			FREIGHT					45.00
0012160	RIMMax Wheels	0038850	STD	ORDER DATE: 03/18/03	STATUS: OPEN			ORDER 0038849 TOTAL: 2,423.40
05/18/03	/C	RM03173504R-12C	CUST PO: PATRICK STRICKL	SLSPRSN:	PRB LAST INVOICE:			SHIP DATE: 03/18/03
05/18/03	RM031755009-12C	2001 ZX-12						INV DATE:
05/18/03	SPRS30-46	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03	/POLISH	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
		42TH SPROCKET S30 CHAIN	000 C EACH	32.400	1.000	0.000	0.000	32.40
		POLISHING SERV/NON INVENTORY						10.00
		FREIGHT						45.00
0012160	RIMMax Wheels	0039702	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039700 TOTAL: 2,423.40
05/20/03	/C	RM031735040-12C	CUST PO: PITSTOP	SLSPRSN:	PRB LAST INVOICE:			SHIP DATE: 05/20/03
05/20/03	RM031755009-12C	2002 GSXR 750						INV DATE:
05/20/03	SPRS30-42	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/20/03	/POLISH	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
		42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY						10.00
		FREIGHT						45.00
0012160	RIMMax Wheels	0039703	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039702 TOTAL: 2,421.00
05/18/03	/C	RM031735042-10C	CUST PO: SHAWN EDMONDS	SLSPRSN:	PRB LAST INVOICE:			SHIP DATE: 05/18/03
05/18/03	RM031755092-10C	1991 YAMAHA R1						INV DATE:
05/18/03	SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03	/POLISH	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
		42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY						10.00
		FREIGHT						45.00
0012160	RIMMax Wheels	0039706	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039703 TOTAL: 2,421.00
05/18/03	/C	RM031735040-10C	CUST PO: ROBERTO RODRIG	SLSPRSN:	PRB LAST INVOICE:			SHIP DATE: 05/18/03
05/18/03	RM031755090-10C	2002 GSXR 1000						INV DATE:
05/18/03	SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
04/18/03	/POLISH	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
		42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY						10.00
		FREIGHT						45.00
0012160	RIMMax Wheels	0039708	STD	ORDER DATE: 04/18/03	STATUS: NEW			ORDER 0039706 TOTAL: 2,421.00
05/18/03	/C	RM031735040-10C	CUST PO: ROCCO GARGANO	SLSPRSN:	PRB LAST INVOICE:			SHIP DATE: 05/18/03
05/18/03	RM031755090-10C	2003 GSXR 1000						INV DATE:
05/18/03	SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
04/18/03	/POLISH	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
		42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY						10.00
		FREIGHT						45.00
0012160	RIMMax Wheels	0039709	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039708 TOTAL: 2,421.00
05/18/03	/C	RM031735040-12C	CUST PO: PATRICK STRICKL	SLSPRSN:	PRB LAST INVOICE:			SHIP DATE: 05/18/03
05/18/03	RM031755090-12C	2002 GSXR 750						INV DATE:
05/18/03	SPRS30-42	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
04/18/03	/POLISH	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
		42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY						10.00
		FREIGHT						45.00

RC Components Inc.
SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACI*=PRICE CHANGED, **=SPLIT COMMISSION
CUSTOMER NUMBER PRM DATE ITEM NUMBER

			ORDER NO.	TYPE	DESCRIPTION	P UNIT	WHSL MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160	RIMMAX Wheels		0039711	STD	CUST PO: SOUTH SHORE 1990 YAMAHA R1 17X3.5" RIM MAX (FREESTYLE) SP 17X3.5" RIM MAX (FREESTYLE) SP 42TH SPROCKET 530 CHAIN POLISHING SERVON INVENTORY FREIGHT	SLSPRSN:	FRE	LAST INVOICE:	STATUS: OPEN	ORDER 0039709 TOTAL: 2,421.00	SHIP DATE: 05/18/03	INV DATE:
05/18/03	/C	RM031735042-10C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/18/03		RM031755092-10C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00
05/18/03		SPR330-42				000	C EACH	30.000	1.000	0.000	0.000	30.00
04/18/03	/POLISH											70.00
												45.00
0012160	RIMMAX Wheels		0039712	STD	CUST PO: ANGEL CORREA 2003 YAMAHA R1 17X3.5" RIM MAX (FREESTYLE) SP 17X3.5" RIM MAX (FREESTYLE) SP 42TH SPROCKET 530 CHAIN POLISHING SERVON INVENTORY FREIGHT	SLSPRSN:	FRE	LAST INVOICE:	STATUS: OPEN	ORDER 0039711 TOTAL: 2,421.00	SHIP DATE: 05/18/03	INV DATE:
05/18/03	/C	RM031735042-10C				000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03		RM031755092-10C				000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/18/03		SPR330-42				000	C EACH	30.000	1.000	0.000	0.000	30.00
04/18/03	/POLISH											10.00
												45.00
0012160	RIMMAX Wheels		0039713	STD	CUST PO: RIMMAX 1999 YAMAHA R1 17X3.5" RIM MAX (DYNASTY) SPIN 17X3.5" RIM MAX (DYNASTY) SPIN 42TH SPROCKET 530 CHAIN POLISHING SERVON INVENTORY FREIGHT	SLSPRSN:	FRE	LAST INVOICE:	STATUS: NEW	ORDER 0039712 TOTAL: 2,421.00	SHIP DATE: 05/18/03	INV DATE:
05/18/03	/C	RM031735042-10C				000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03		RM031755092-10C				000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/18/03		SPR330-42				000	C EACH	30.000	1.000	0.000	0.000	30.00
04/18/03	/POLISH											10.00
												45.00
0012160	RIMMAX Wheels		0039714	STD	CUST PO: JAY SMITH 2002 ZX-12 17X3.5" RIM MAX (FREESTYLE) SP 17X3.5" RIM MAX (FREESTYLE) SP 46TH SPROCKET 530 CHAIN POLISHING SERVON INVENTORY FREIGHT	SLSPRSN:	FRE	LAST INVOICE:	STATUS: OPEN	ORDER 0039713 TOTAL: 2,421.00	SHIP DATE: 05/18/03	INV DATE:
05/18/03	/C	RM031735042-10C				000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03		RM031755092-10C				000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/18/03		SPR330-46				000	C EACH	30.000	1.000	0.000	0.000	30.00
05/18/03	/POLISH											10.00
												60.00
0012160	RIMMAX Wheels		0039715	STD	CUST PO: STEPHEN KEHLER 2002 ZX-12 17X3.5" RIM MAX (FREESTYLE) SP 17X3.5" RIM MAX (FREESTYLE) SP 46TH SPROCKET 530 CHAIN POLISHING SERVON INVENTORY FREIGHT	SLSPRSN:	FRE	LAST INVOICE:	STATUS: OPEN	ORDER 0039714 TOTAL: 2,421.00	SHIP DATE: 05/18/03	INV DATE:
05/18/03	/C	RM031735042-10C				000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03		RM031755092-10C				000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/18/03		SPR330-46				000	C EACH	30.000	1.000	0.000	0.000	30.00
04/18/03	/POLISH											45.00
0012160	RIMMAX Wheels		0039716	STD	CUST PO: STEPHEN KEHLER 2001 YAMAHA R1 17X3.5" RIM MAX (FREESTYLE) SP 17X3.5" RIM MAX (FREESTYLE) SP 46TH SPROCKET 530 CHAIN POLISHING SERVON INVENTORY FREIGHT	SLSPRSN:	FRE	LAST INVOICE:	STATUS: OPEN	ORDER 0039715 TOTAL: 2,421.00	SHIP DATE: 05/18/03	INV DATE:
05/18/03	/C	RM031735042-10C				000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03		RM031755092-10C				000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/18/03		SPR330-46				000	C EACH	30.000	1.000	0.000	0.000	30.00
04/18/03	/POLISH											45.00
0012160	RIMMAX Wheels		0039717	STD	CUST PO: STEPHEN KEHLER 2001 YAMAHA R1 17X3.5" RIM MAX (FREESTYLE) SP 17X3.5" RIM MAX (FREESTYLE) SP 46TH SPROCKET 530 CHAIN POLISHING SERVON INVENTORY FREIGHT	SLSPRSN:	FRE	LAST INVOICE:	STATUS: OPEN	ORDER 0039716 TOTAL: 2,421.00	SHIP DATE: 05/18/03	INV DATE:
05/18/03	/C	RM031735042-10C				000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03		RM031755092-10C				000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/18/03		SPR330-46				000	C EACH	30.000	1.000	0.000	0.000	30.00
04/18/03	/POLISH											45.00

TAC COMPONENTS INC
SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK**--PRICE CHANGE, **--SPLIT COMMSN
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

		ORDER NO	TYPE	P UNIT		QTY ON	QUANTITY	QUANTITY	
		DESCRIPTION		WHS L MEAS	PRICE	ORDER	SHIPPED	BACK ORD	EXTENSION
0012160	RIMMax Wheels	0039718	STD	ORDER DATE: 04/18/03	STATUS: NEW				
05/18/03	/C RM031735042-10C	CUST PO: DARNELL JOHNSON	SLSPRSN: FRR	LAST INVOICE:					
05/18/03	RM031735092-10C	2002 YAMAHA R1							
05/18/03	SPR530-42	17X3.5" RIM MAX (FREESTYLE) SF	000 C EACH	1,153.000	1.000		0.000	0.000	1,153.00
04/18/03	/POLISH	17X3.5" RIM MAX (FREESTYLE) SF	000 C EACH	1,183.000	1.000		0.000	0.000	1,183.00
		42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000		0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00
0012160 RIMMax Wheels		0039719	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
05/18/03	/C RM031735040-12C	CUST PO: LYNCHBURG	SLSPRSN: FRR	LAST INVOICE:					
05/18/03	RM031735090-12C	2003 GSXR 1000							
05/18/03	SPR530-42	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000		0.000	0.000	1,153.00
04/18/03	/POLISH	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000		0.000	0.000	1,183.00
		42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000		0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00
0012160 RIMMax Wheels		0039720	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
05/18/03	/C RM031735040-10C	CUST PO: RIMMAX	SLSPRSN: FRR	LAST INVOICE:					
05/18/03	RM031735090-10C	2001 GSXR 750							
05/18/03	SPR530-42	17X3.5" RIM MAX (FREESTYLE) SF	000 C EACH	1,053.000	1.000		0.000	0.000	1,053.00
04/18/03	/POLISH	17X3.5" RIM MAX (FREESTYLE) SF	000 C EACH	1,083.000	1.000		0.000	0.000	1,083.00
		42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000		0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00
0012160 RIMMax Wheels		0039721	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
05/18/03	/C RM031735040-11C	CUST PO: LYNCHBURG	SLSPRSN: FRR	LAST INVOICE:					
05/18/03	RM031735090-11C	2003 GSXR 1000							
05/18/03	SPR530-42	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,641.000	1.000		0.000	0.000	1,641.00
05/18/03	/POLISH	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,671.000	1.000		0.000	0.000	1,671.00
		42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000		0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00
0012160 RIMMax Wheels		0039722	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
05/18/03	/C RM031735040-11C	CUST PO: MACHINES MAYH	SLSPRSN: FRR	LAST INVOICE:					
05/18/03	RM031735090-11C	2002 GSXR 750							
05/18/03	SPR530-42	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,641.000	1.000		0.000	0.000	1,641.00
04/18/03	/POLISH	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,671.000	1.000		0.000	0.000	1,671.00
		42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000		0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00
0012160 RIMMax Wheels		0039724	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
05/18/03	/C RM031735040-10	CUST PO: JIMMY SOTO	SLSPRSN: FRR	LAST INVOICE:					
05/18/03	RM031735090-10	2001 GSXR 1000							
05/18/03	SPR530-42	17X3.5" RIM MAX (FREESTYLE) SF	000 C EACH	923.000	1.000		0.000	0.000	923.00
04/18/03	/POLISH	17X3.5" RIM MAX (FREESTYLE) SF	000 C EACH	953.000	1.000		0.000	0.000	953.00
		42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000		0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00

ORDER 0039724 TOTAL: 1,961.00

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE, **SPLIT COMMON
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

0012160 RIMMax Wheels

	ORDER NO	TYPE	DESCRIPTION	UNIT	WHSL MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
	0039725	STD	CUST PO: ROBERT HOGAN 2002 HYABUSA 17X3.5" RIM MAX (FREESTYLE) SP 17X5.5" RIM MAX (FREESTYLE) SP 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRR	LAST INVOICE:	STATUS: OPEN			SHIP DATE: 05/18/03
05/18/03	/C	RM031735038-10C		000	C EACH	923.000	1.000	0.000	0.000	923.00
05/18/03		RM031755088-10C		000	C EACH	953.000	1.000	0.000	0.000	953.00
05/18/03		SPR530-40		000	C EACH	32.400	1.000	0.000	0.000	32.40
04/18/03	/POLISH									10.00
										45.00

0012160 RIMMax Wheels

0039726 STD ORDER DATE: 04/18/03 STATUS: OPEN
SHIP DATE: 05/18/03

05/18/03	/C	RM031735038-10C	CUST PO: RIMMAX 2K HYABUSA 17X3.5" RIM MAX (FREESTYLE) SP 17X5.5" RIM MAX (FREESTYLE) SP 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRR	LAST INVOICE:	INV DATE:	ORDER 0039725 TOTAL: 1,963.40
05/18/03		RM031755088-10C		000	C EACH	1,153.000	10.000	0.000
05/18/03		SPR530-40		000	C EACH	1,183.000	10.000	0.000
04/18/03	/POLISH			000	C EACH	32.400	10.000	0.000
								11,530.00
								11,830.00
								324.00
								100.00
								450.00

0012160 RIMMax Wheels

0039727 STD ORDER DATE: 04/18/03 STATUS: OPEN
SHIP DATE: 05/18/03

05/18/03	/C	RM031735038-10C	CUST PO: RIMMAX 2K HYABUSA 17X3.5" RIM MAX (DYNASTY) SPIN 17X5.5" RIM MAX (DYNASTY) SPIN 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRR	LAST INVOICE:	INV DATE:	ORDER 0039726 TOTAL: 24,234.00
05/18/03		RM031755088-10C		000	C EACH	1,153.000	5.000	0.000
05/18/03		SPR530-40		000	C EACH	1,183.000	5.000	0.000
04/18/03	/POLISH			000	C EACH	32.400	5.000	0.000
								5,765.00
								5,915.00
								162.00
								30.00
								225.00

0012160 RIMMax Wheels

0039728 STD ORDER DATE: 04/18/03 STATUS: OPEN
SHIP DATE: 05/18/03

05/18/03	/C	RM031735040-10C	CUST PO: JULIUS FALL 2002 GSXR 600 17X3.5" RIM MAX (DYNASTY) SPIN 17X5.5" RIM MAX (DYNASTY) SPIN 42TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRR	LAST INVOICE:	INV DATE:	ORDER 0039727 TOTAL: 12,111.00
05/18/03		RM031755090-10C		000	C EACH	1,153.000	1.000	0.000
05/18/03		SPR530-40		000	C EACH	1,183.000	1.000	0.000
04/18/03	/POLISH			000	C EACH	30.000	1.000	0.000
								1,153.00
								1,183.00
								30.00
								10.00
								45.00

2160 RIMMax Wheels

0039840 STD ORDER DATE: 04/23/03 STATUS: OPEN
SHIP DATE: 05/30/03

05/30/03	/C	RM031735040-10C	CUST PO: EAST COAST RIMS 2002 GSXR 1000 17X3.5" RIM MAX (FREESTYLE) SP 17X5.5" RIM MAX (FREESTYLE) SP 42TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRR	LAST INVOICE:	INV DATE:	ORDER 0039728 TOTAL: 2,421.00
05/30/03		RM031755090-10C		000	C EACH	1,153.000	1.000	0.000
05/30/03		SPR530-40		000	C EACH	1,183.000	1.000	0.000
05/30/03	/POLISH			000	C EACH	30.000	1.000	0.000
								1,153.00
								1,183.00
								30.00
								10.00
								45.00

160 RIMMax Wheels

0039841 STD ORDER DATE: 04/23/03 STATUS: OPEN
SHIP DATE: 05/30/03

05/30/03	/C	RM031735042-10C	CUST PO: ROCCO GARGANO 2003 YAMAHA R1 17X3.5" RIM MAX (FREESTYLE) SP 17X5.5" RIM MAX (FREESTYLE) SP 42TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRR	LAST INVOICE:	INV DATE:	ORDER 0039840 TOTAL: 2,421.00
05/30/03		RM031755092-10C		000	C EACH	1,153.000	1.000	0.000
05/30/03		SPR530-42		000	C EACH	1,183.000	1.000	0.000
04/23/03	/POLISH			000	C EACH	30.000	1.000	0.000
								1,153.00
								1,183.00
								30.00
								10.00
								45.00

ORDER 0039841 TOTAL: 2,421.00

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

--PRICE CHANGE, --SPLIT COMMNS
CUSTOMER

NUMBER PRM DATE ITEM NUMBER

0012160 RIMMax Wheels

ORDER NO	TYPE	DESCRIPTION	P UNIT	WHSL MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
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0039842	STD		ORDER DATE: 04/23/03		STATUS: OPEN				SHIP DATE: 05/30/03
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05/30/03	/C	CUST PO: R&S KAWASAKI	SLSPRSN:	FRB	LAST INVOICE:				INV DATE:
05/30/03		2002 ZX-12							
05/30/03		17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/30/03		17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/23/03	/POLISH	42TH SPROCKET 530 CHAIN	000	C EACH	30.000	1.000	0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00

SHIP DATE: 05/30/03

INV DATE:

10.00

45.00

0012160 RIMMax Wheels

0039843	STD		ORDER DATE: 04/23/03		STATUS: NEW				SHIP DATE: 05/30/03
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05/30/03	/C	CUST PO: THE ACCESS STOR	SLSPRSN:	FRB	LAST INVOICE:				INV DATE:
05/30/03		2002 GSXR 1000							
05/30/03		17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/30/03		17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/23/03	/POLISH	42TH SPROCKET 530 CHAIN	000	C EACH	30.000	1.000	0.000	0.000	30.00
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00

SHIP DATE: 05/30/03

INV DATE:

10.00

45.00

0012160 RIMMax Wheels

0039846	STD		ORDER DATE: 04/23/03		STATUS: OPEN				SHIP DATE: 05/30/03
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05/30/03	/C	CUST PO: THE ACCESS STOR	SLSPRSN:	FRB	LAST INVOICE:				INV DATE:
05/30/03		2002 HYABUSA							
05/30/03		17X3.5" RIM MAX (TRUTH) SPINNE	000	C EACH	1,641.000	1.000	0.000	0.000	1,641.00
05/30/03		17X3.5" RIM MAX (TRUTH) SPINNE	000	C EACH	1,671.000	1.000	0.000	0.000	1,671.00
04/23/03	/POLISH	42TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	32.40
		POLISHING SERV/NON INVENTORY							10.00
		FREIGHT							45.00

SHIP DATE: 05/30/03

INV DATE:

10.00

45.00

0012160 RIMMax Wheels

0039847	STD		ORDER DATE: 04/23/03		STATUS: OPEN				SHIP DATE: 05/30/03
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05/30/03	/C	CUST PO: RIM MAX	SLSPRSN:	PRB	LAST INVOICE:				INV DATE:
05/30/03		2002 ZX-12							
05/30/03		17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,153.000	4.000	0.000	0.000	4,612.00
05/30/03		17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,183.000	4.000	0.000	0.000	4,732.00
04/23/03	/POLISH	42TH SPROCKET 530 CHAIN	000	C EACH	32.400	4.000	0.000	0.000	129.60
		POLISHING SERV/NON INVENTORY							40.00
		FREIGHT							180.00

SHIP DATE: 05/30/03

INV DATE:

129.60

40.00

180.00

0012160 RIMMax Wheels

0039848	STD		ORDER DATE: 04/23/03		STATUS: OPEN				SHIP DATE: 05/30/03
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05/30/03	/C	CUST PO: RIM MAX	SLSPRSN:	PRB	LAST INVOICE:				INV DATE:
05/30/03		2002 ZX-12							
05/30/03		17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,153.000	3.000	0.000	0.000	3,459.00
05/30/03		17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,183.000	3.000	0.000	0.000	3,549.00
04/23/03	/POLISH	42TH SPROCKET 530 CHAIN	000	C EACH	30.000	3.000	0.000	0.000	90.00
		POLISHING SERV/NON INVENTORY							30.00
		FREIGHT							135.00

SHIP DATE: 05/30/03

INV DATE:

90.00

30.00

135.00

ORDER 0039848 TOTAL: 12,263.00

CUSTOMER 0012160 TOTAL: 132,008.86

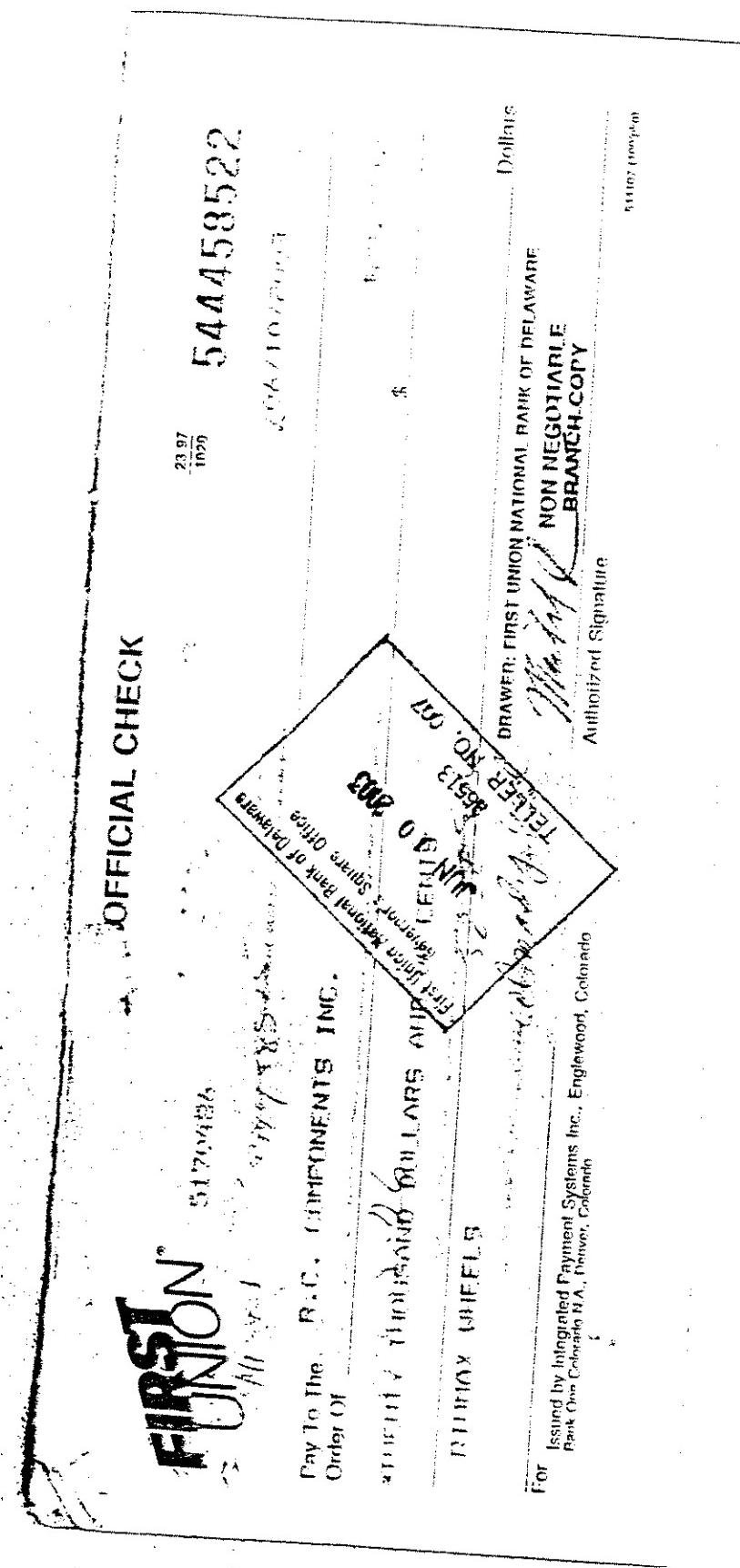
REPORT TOTAL: 132,998.86

EXHIBIT G

Rimmax Wheels Priority List Change

<u>ORDER</u>	<u>CUST</u>	<u>BIKE</u>	<u>QUANTITY</u>	<u>DESIGN</u>	<u>SHIP BY</u>
38812	Rimmax Wheels	2000 Busa	1	Dynasty	5/9/2003
39723	Machines Mayhem	2002 Busa	1	Truth	5/9/2003
✓ 39725	Robert Hogan	2002 Busa	1	Freestyle Polished	5/9/2003
✓ 39846	The Access Store	2003 Busa	1	Truth	5/9/2003
✓ 39728	Julius Pall Jr.	2002 GSXR600	1	Dynasty	5/9/2003
38808	Rimmax Wheels	2000 Busa	1	Freestyle	5/9/2003
✓ 39717	Stephen Kehler	2000 Busa	1	Freestyle	5/9/2003
38813	Rimmax Wheels	2000 Busa	1	Dynasty	5/16/2003
38814	Rimmax Wheels	2001 Busa	1	Dynasty	5/16/2003
38816	Rimmax Wheels	2001 Busa	1	Dynasty	5/23/2003
39726	Rimmax Wheels	2000 Busa	10	Freestyle	5/23/2003
39727	Rimmax Wheels	2000 Busa	5	Dynasty	5/23/2003
38809	Rimmax Wheels	2000 Busa	1	Truth	5/23/2003
38849	Ladale Toliver	2002 ZX-12	1	Dynasty	5/23/2003
38850	Pat Strickland	2001 ZX-12	1	Dynasty	5/23/2003
39715	Jay Smith	2002 ZX-12	1	Freestyle	5/23/2003
39842	R&S Kawasaki	2002 ZX-12	1	Freestyle	5/23/2003
39847	Rimmax Wheels	2002 ZX-12	4	Freestyle	5/23/2003
39848	Rimmax Wheels	2002 ZX-12	3	Freestyle	5/23/2003
39702	Pitstop	2002 GSXR750	1	Dynasty	5/30/2003
39840	East Coast Rims	2002 GSXR1000	1	Freestyle	5/30/2003
39706	Roberto Rodriguez	2002 GSXR1000	1	Freestyle	5/30/2003
39708	Rocco Gargano	2003 GSXR1000	1	Freestyle	5/30/2003
39845	The Access Store	2002 GSXR1000	1	Dynasty	5/30/2003
39719	Lynchburg	2003 GSXR1000	1	Dynasty	5/30/2003
39721	Lynchburg	2003 GSXR1000	1	Truth	5/30/2003
39724	Jimmy Soto	2001 GSXR1000	1	Freestyle Polished	5/30/2003
39720	Rimmax Wheels	2001 GSXR750	1	Freestyle	5/30/2003
39709	Rimmax Wheels	2002 GSXR750	1	Dynasty	5/30/2003
39712	Angel Correa	2003 YamahaR1	1	Freestyle	6/6/2003
39703	Shawn Edmonds	1999 YamahaR1	1	Freestyle	6/6/2003
39718	Rimmax Wheels	2002 YamahaR1	1	Freestyle	6/6/2003
39716	Stephen Kehler	2001 YamahaR1	1	RC Slash-Chrome & rear cush & polished sprocket	6/6/2003
39841	Rocco Gargano	2003 YamahaR1	1		6/6/2003
39711	South Shore	1999 YamahaR1	1		6/6/2003
39713	Rimmax Wheels	1999 YamahaR1	1		6/6/2003

EXHIBIT H



Account Number

210010011121110121412

\$ 20,010.00

nd	Rimmax Wheels, LLC	Date
I wish to withdraw from my account:		6/10/03
Twenty Thousand Ten		10 DOLLARS
Authorized Signature	Wm Wm C. M.	538250 (100 pg Rev. 02)
MTO444	597650	FIRST UNION [®]

05400036800 2000011210243# 00002001000,

W
100
1210
57
031000011
FIRST UNION NATL SV-752
PHILADELPHIA PA 016243
0324651236

Account	Date	Amount	Serial Number	Sequence	Status
000002000011210243	6/10/2003	\$20,010.00		0000000000324651236	Posted Items

Wachovia Bank N.A certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia National Bank or its predecessors.

EXHIBIT I

Date
11/15/02

Account
661009001

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RIMMAX WHEELS, LLC.
1146 PLAZA HIGHWAY
SUITE 107-340
REED, DE 19761

PAY TO THE ORDER OF RC Components Inc. DATE 10/19/02 1151

Sever thousand two hundred twenty seven and 50/100 DOLLARS \$ 7227.50

Commerce Bank Wm. E. Luttrell
for Rock Ball's retention deposit. Wm. E. Luttrell

10011524 10312078041 66 100900 1P 10000050000/

Check 1151. Amount \$7,227.50 Date Presented 10/21/2002

RIMMAX WHEELS, LLC.
1146 PLAZA HIGHWAY
SUITE 107-340
REED, DE 19761

PAY TO THE ORDER OF Philanthropy With Christmas DATE 11/14/02 1152

DOLLARS \$ 500.00

Commerce Bank Wm. E. Luttrell
for Philanthropy With Christmas Wm. E. Luttrell

10011524 10312078041 66 100900 1P 10000050000/

Check 1152. Amount \$500.00 Date Presented 11/14/2002

SECURITY PREVIOUS DOCUMENTS SEE BACK FOR DETAILS.

RIMMAX WHEELS, LLC.		1151
1146 PULASKI HIGHWAY SUITE 107-344 BEAR, DE 19701		DATE <u>10/9/02</u>
PAY TO THE ORDER OF	<u>RC Components, Inc.</u>	\$ <u>7227.50</u>
Seven thousand two hundred and twenty-seven ⁵⁰ / ₁₀₀ DOLLARS		52-780312
Commerce  Bank America's Most Convenient Bank® 1-800-YES-2000		<i>(Signature)</i>
FOR	<u>Rick Ball's production deposit.</u>	<u>1000007227504</u>
<u>10001151</u> <u>10312078010</u> <u>66 100900</u>		

083000593	04325-8524-0	083302648	PAT 18 02
090322794-021000940	PO47-B15-PS	FARMERS NATIONAL BANK	3 7 0 1 4
090322794	01021-02900	MAIN NATIONAL BANK	
		0833026464	
10001026466 FARMERS NATIONAL BANK	004 1036	0000860	

Account:661009001 Check#:1151 Amount:\$7,227.50 Date Presented:10-21-2002

EXHIBIT J

Cashier's Check

PNC BANK
PNC Bank, Delaware

No. 335001246

Date 05/21/2003

Pay to the
Order of EC COMPONENTS

FORTY FIVE THOUSAND

RIMMAX WHEELS, LLC

\$ 44,000.00

PNC Bank, Delaware

met... chase

#335001246 NO. 316000841

66236170034

400044000000

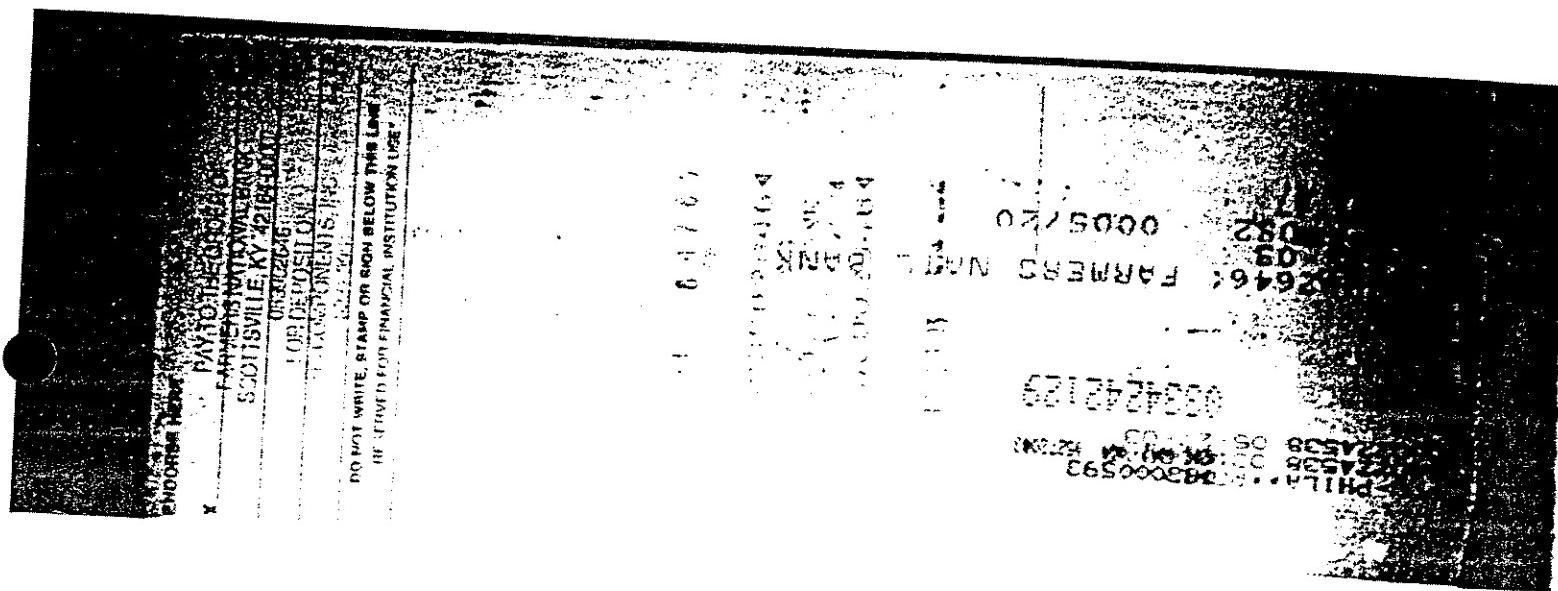


EXHIBIT K

RIMMAX WHEELS, LLC

MICHAEL ANTONIO RIVERS, JR. 320252077 449 23 3189 7600
MARC CLARENCE MATHIS
1148 PULASKI HWY SUITE 107-344
BEAR, DE 19701
(302) 266-8444

2002

PAY
TO THE
ORDER OF

RC Components

DATE April 5, 2003

32-86-311

FIRST
JUNIOR

**First Union National Bank
of Delaware**
firstunion.com
Org. 049 NJ 031120849

FOR Remaining Balance of Purchase Order

Kristoff P. J.

DOLLARS

1000

"00000 32140."

"000010021" 103110066912000011210243" "0000012140"

PAY TO THE ORDER OF
FARMERS NATIONAL BANK
SCOTTSVILLE KY 42161 CON
0839026-6
FOR DEPOSIT OF
RE COMPENSATION
IN THE AMOUNT OF
\$14,464.64
DRAFT
N.Y.
1
2
3
4
5
6
7
8
9
0001 32503

Account	Date	Amount	Serial Number	Sequence	Status
300000000011110243	4/10/2003	\$121.40	00000000001002	000000000001024100073	Posted Items

Wachovia Bank N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia National Bank or its predecessors.

EXHIBIT L

RIMMAX WHEELS, LLC
MICHAEL ANTONIO RIVERS, JR.
MARC CLARENCE MATHIS
1148 PULASKI HWY SUITE 107-344
BEAR, DE 19701
(302) 266-8411

2036

WAY
TO THE
ORDER OF

RC Components

040508459 400 15 ~~040508459~~ 651603

62-86-311

Twenty thousand 00/00

\$ 20,000

DOLLARS

FIRST

First Union National Bank
of Delaware
firstunion.com
Org. 049 R/T 031100848

FOR Purchase Orders

W. M. C. Jr.

"00001036" 103110066942000011210263

•000 2000000•

983000593
343 WMI NY 851224

0336000423

FRB-PEILA**RCPC
0405084599 031000049
0405084599 05-12-03

>083902646< FARMERS NATL BANK
05-09-03 031000411
0000 03 COLLECTING LINE - SK-232-0

००३ दृश्यमान ग्रन्थ संकलन

9629426404

PAY TO THE ORDER OF
FARMERS NATIONAL BANK
SCOTTSVILLE, KY 42164
08902616
FOR DEPOSIT OF
BCCOMPONENTS INC.
023, 352.

Account	Date	Amount	Serial Number	Sequence	Status
000002000011210243	5/12/2003	\$20,000.00	00000000001036	00000000008629426404	Posted Items

Wachovia Bank N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia National Bank or its predecessors.

EXHIBIT M

EXHIBIT N



The Finest Custom Built Performance Wheels

RIM - MAX WHEEL PRICING

Design time will be billed at \$80.00 per hour

Design time is a one - time charge per design or part number

Production Lead time is 30 days from R C components

Minimum Order Quantities

Design of the spinner is a 10 piece minimum run per design with a 20 piece minimum run per set up

End - Caps are a 25 piece minimum run per Style and / or part number

Production Run Pricing

Description	Pricing
17 x 3.50 Polished Rim (No End-Caps)	\$415.00
17 x 5.50 Polished Rim (No End-Caps)	\$445.00
2 End-Caps (1 Set)	\$90.00
Spinner	\$178.00
Hardware For Spinner	\$240.00
Chrome Wheel	\$140.00
Chrome 2 End-Caps (1 Set)	\$20.00
Chrome Spinner	\$70.00
Polished Sprocket	\$40.00

MONEY BREAKDOWN

Deposit	\$7,227.50
Design Time	\$2,560.00
New Balance	\$4,667.50
What RC Has Shipped	
Front Single Spinner - Polished	\$823.00
Rear Single Spinner - Polished	\$953.00
Front Double Spinner - Chrome	\$1,641.00
Rear Double Spinner - Chrome	\$1,671.00
Total Shipped	\$5,188.00
Now Owe	\$520.50

Production Pricing

Spinner Design (10 Per Design)	\$178.00 x 10 = \$1,780.00
(Run Min. 2 Designs Per Order)	(\$1,780.00 x 2 = \$3,560.00)
Front End-Cap Sets (20 Sets)	\$90.00 x 20 = \$1,800.00
Rear End-Cap Sets (20 Sets)	\$90.00 x 20 = \$1,800.00
Spinner Hardware (20 Kits)	\$240.00 x 20 = \$4,800.00
Production Total	\$11,960.00
Now Owe	\$520.50
Total Total	\$12,480.50

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

*-PRICE CHANGE, --SPLIT COMMSN

CUSTOMER NUMBER	PRM DATE	ITEM NUMBER	ORDER NO	TYPE	DESCRIPTION	P UNIT	WHSL MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160	RIMMax Wheels		0038808	STD	CUST PO: JODY JENDON 2K HYABUSA 17X3.5" RIM MAX (PREESTYLE) SP 17X3.5" RIM MAX (PREESTYLE) SP 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRB	LAST INVOICE:				
05/17/03	/C	RM031735028-10C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/17/03		RM031755028-10C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00
05/17/03		SPR530-40				000	C EACH	32.400	1.000	0.000	0.000	32.40
04/17/03		/POLISH										10.00
												29.95
0012160	RIMMax Wheels		0038809	STD	CUST PO: JODY JENDON 17X3.5" RIM MAX (TRUTH) SPINNE 17X3.5" RIM MAX (TRUTH) SPINNE 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRB	LAST INVOICE:				
05/17/03		RM031735028-11C				000	C EACH	1,641.00	1.000	0.000	0.000	1,641.00
05/17/03		RM031755028-11C				000	C EACH	1,671.00	1.000	0.000	0.000	1,671.00
05/17/03		SPR530-40				000	C EACH	32.400	1.000	0.000	0.000	32.40
04/17/03		/POLISH										10.00
												29.95
0012160	RIMMax Wheels		0038810	STD	CUST PO: JODY JENDON 17X3.5" RIM MAX (DYNASTY) SPIN 17X3.5" RIM MAX (DYNASTY) SPIN 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRB	LAST INVOICE:				
05/17/03		RM031735028-12C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/17/03		RM031755028-12C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00
05/17/03		SPR530-40				000	C EACH	32.400	1.000	0.000	0.000	32.40
05/17/03		/POLISH										10.00
												29.95
0012160	RIMMax Wheels		0038811	STD	CUST PO: JODY JENDON 17X3.5" RIM MAX (DYNASTY) SPIN 17X3.5" RIM MAX (DYNASTY) SPIN 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRB	LAST INVOICE:				
05/17/03		RM031735028-12C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/17/03		RM031755028-12C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00
05/17/03		SPR530-40				000	C EACH	32.400	1.000	0.000	0.000	32.40
05/17/03		/POLISH										10.00
												29.95
0012160	RIMMax Wheels		0038812	STD	CUST PO: JODY JENDON 17X3.5" RIM MAX (DYNASTY) SPIN 17X3.5" RIM MAX (DYNASTY) SPIN 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRB	LAST INVOICE:				
05/17/03		RM031735028-12C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/17/03		RM031755028-12C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00
05/17/03		SPR530-40				000	C EACH	32.400	1.000	0.000	0.000	32.40
05/17/03		/POLISH										10.00
												29.95
0012160	RIMMax Wheels		0038813	STD	CUST PO: RIM MAX 17X3.5" RIM MAX (DYNASTY) SPIN 17X3.5" RIM MAX (DYNASTY) SPIN 40TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	SLSPRSN:	FRB	LAST INVOICE:				
05/17/03		RM031735028-12C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/17/03		RM031755028-12C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00
05/17/03		SPR530-40				000	C EACH	32.400	1.000	0.000	0.000	32.40
05/17/03		/POLISH										10.00
												29.95
0012160	RIMMax Wheels		0038814	STD	CUST PO: PAT STRICKLAND 2001 HYABUSA	SLSPRSN:	FRB	LAST INVOICE:				
05/17/03	/C	RM031735028-12C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/17/03		RM031755028-12C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00
05/17/03		SPR530-40				000	C EACH	32.400	1.000	0.000	0.000	32.40
05/17/03		/POLISH										10.00
												29.95
0012160	RIMMax Wheels		0038814	STD	CUST PO: PAT STRICKLAND 2001 HYABUSA	SLSPRSN:	FRB	LAST INVOICE:				
05/17/03	/C	RM031735028-12C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/17/03		RM031755028-12C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00
05/17/03		SPR530-40				000	C EACH	32.400	1.000	0.000	0.000	32.40
05/17/03		/POLISH										10.00
												29.95
0012160	RIMMax Wheels		0038816	STD	CUST PO: LADALE TOLIVER	SLSPRSN:	FRB	LAST INVOICE:				
05/19/03	/C	RM031735048-12C				000	C EACH	1,153.00	1.000	0.000	0.000	1,153.00
05/18/03		RM031755048-12C				000	C EACH	1,183.00	1.000	0.000	0.000	1,183.00

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

*-PRICE CHANGE, **-SPLIT COMMN
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

ORDER NO	TYPE	UNIT	WHSL MEAS	PRICE	CITY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
46TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT		000	C EACH	32.400	1.000	0.000	0.000	32.40 10.00 29.95

0012160 RIMMax Wheels

0038850 STD ORDER DATE: 03/18/03 STATUS: OPEN

ORDER 0038850 TOTAL: 2,408.35

SHIP DATE: 03/18/03

CUST PO:	PATRICK STRICKL	SLSPRSN:	FRB	LAST INVOICE:
2001 ZX-12				
05/18/03 RM031735048-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000
05/18/03 RM031735098-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000
05/18/03 SPR530-46	46TH SPROCKET 530 CHAIN	000	C EACH	32.400
05/18/03 /POLISH	POLISHING SERV/NON INVENTORY FREIGHT			1.000

INV DATE:

0.000	0.000	1,153.00
0.000	0.000	1,183.00
0.000	0.000	32.40
0.000	0.000	10.00
0.000	0.000	29.95

ORDER 0038850 TOTAL: 2,408.35

SHIP DATE: 05/20/03

0012160 RIMMax Wheels

0039702 STD ORDER DATE: 04/18/03 STATUS: OPEN

ORDER 0039702 TOTAL: 2,405.95

CUST PO:	PITSTOP	SLSPRSN:	FRB	LAST INVOICE:
2002 GSXR 750				
05/20/03 RM031735040-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000
05/20/03 RM031735090-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000
05/20/03 SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000
05/20/03 /POLISH	POLISHING SERV/NON INVENTORY FREIGHT			1.000

INV DATE:

0.000	0.000	1,153.00
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ORDER 0039702 TOTAL: 2,405.95

SHIP DATE: 05/18/03

0012160 RIMMax Wheels

0039703 STD ORDER DATE: 04/18/03 STATUS: OPEN

ORDER 0039703 TOTAL: 2,405.95

CUST PO:	SHAWN EDMONDS	SLSPRSN:	FRB	LAST INVOICE:
1991 YAMAHA R1				
05/18/03 RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,153.000
05/18/03 RM031735002-10C	17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,183.000
05/18/03 SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000
05/18/03 /POLISH	POLISHING SERV/NON INVENTORY FREIGHT			1.000

INV DATE:

0.000	0.000	1,153.00
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ORDER 0039703 TOTAL: 2,405.95

SHIP DATE: 05/18/03

0012160 RIMMax Wheels

0039706 STD ORDER DATE: 04/18/03 STATUS: OPEN

ORDER 0039706 TOTAL: 2,405.95

CUST PO:	ROBERTO RODRIG	SLSPRSN:	FRB	LAST INVOICE:
2002 GSXR 1000				
05/18/03 RM031735040-10C	17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,153.000
05/18/03 RM031735090-10C	17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,183.000
05/18/03 SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000
04/18/03 /POLISH	POLISHING SERV/NON INVENTORY FREIGHT			1.000

INV DATE:

0.000	0.000	1,153.00
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ORDER 0039706 TOTAL: 2,405.95

SHIP DATE: 05/18/03

0012160 RIMMax Wheels

0039708 STD ORDER DATE: 04/18/03 STATUS: NEW

ORDER 0039708 TOTAL: 2,405.95

CUST PO:	ROCCO GARGANO	SLSPRSN:	FRB	LAST INVOICE:
2003 GSXR 1000				
05/18/03 RM031735040-10C	17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,153.000
05/18/03 RM031735090-10C	17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,183.000
05/18/03 SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000
04/18/03 /POLISH	POLISHING SERV/NON INVENTORY FREIGHT			1.000

INV DATE:

0.000	0.000	1,153.00
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ORDER 0039708 TOTAL: 2,405.95

SHIP DATE: 05/18/03

0012160 RIMMax Wheels

0039700 STD ORDER DATE: 04/18/03 STATUS: OPEN

ORDER 0039700 TOTAL: 2,405.95

CUST PO:	PATRICK STRICKL	SLSPRSN:	FRB	LAST INVOICE:
2002 GSXR 750				
05/18/03 RM031735040-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000
05/18/03 RM031735090-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000
05/18/03 SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000
04/18/03 /POLISH	POLISHING SERV/NON INVENTORY FREIGHT			1.000

INV DATE:

0.000	0.000	1,153.00
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ORDER 0039700 TOTAL: 2,405.95

SHIP DATE: 05/18/03

System Date: 04/23/03 / 3:24 pm

Action Date: 04/23/03

Page: 2

User: JDC / Jim Cooper

OPEN SALES ORDER REPORT

RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

PRICE CHANGE, **-SPLIT COMMNS STOMER		ORDER NO	TYPE	P UNIT	QTY ON	QUANTITY	QUANTITY	EXTENSION
NUMBER	PRM DATE	ITEM NUMBER	DESCRIPTION	WHS L MEAS	PRICE	SHIPPED	BACK ORD	
0012160	RIMMax Wheel	0038808	STD	ORDER DATE: 03/17/03	STATUS: OPEN			SHIP DATE: 05/17/03
	/C	CUST PO: JODY JENDON 2K HYABUSA	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/17/03	RM031735038-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03	RM031735088-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/17/03	SPR530-40	40TH SPROCKET 530 CHAIN		32.400	1.000	0.000	0.000	32.40
04/17/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00 29.95
								ORDER 0038808 TOTAL: 2,408.35
0012160	RIMMax Wheel	0038809	STD	ORDER DATE: 03/17/03	STATUS: OPEN			SHIP DATE: 05/17/03
	/C	CUST PO: JODY JENDON 17X3.5" RIM MAX (TRUTH) SPINNE	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/17/03	RM031735038-11C	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,041.000	1.000	0.000	0.000	1,041.00
05/17/03	RM031735088-11C	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,071.000	1.000	0.000	0.000	1,071.00
05/17/03	SPR530-40	40TH SPROCKET 530 CHAIN		32.400	1.000	0.000	0.000	32.40
04/17/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00 29.95
								ORDER 0038809 TOTAL: 3,384.35
0012160	RIMMax Wheel	0038810	STD	ORDER DATE: 03/17/03	STATUS: NEW			SHIP DATE: 05/17/03
	/C	CUST PO: JODY JENDON 17X3.5" RIM MAX (DYNASTY) SPIN	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/17/03	RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03	RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/17/03	SPR530-40	40TH SPROCKET 530 CHAIN		32.400	1.000	0.000	0.000	32.40
05/17/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00 29.95
								ORDER 0038810 TOTAL: 2,408.35
0012160	RIMMax Wheel	0038811	STD	ORDER DATE: 03/17/03	STATUS: OPEN			SHIP DATE: 05/17/03
	/C	CUST PO: RIM MAX 2001 HYABUSA	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/17/03	RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03	RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/17/03	SPR530-40	40TH SPROCKET 530 CHAIN		32.400	1.000	0.000	0.000	32.40
03/17/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00 29.95
								ORDER 0038811 TOTAL: 2,408.35
0012160	RIMMax Wheel	0038812	STD	ORDER DATE: 03/17/03	STATUS: OPEN			SHIP DATE: 05/17/03
	/C	CUST PO: PAT STRICKLAND 2001 HYABUSA	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/17/03	RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03	RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/17/03	SPR530-40	40TH SPROCKET 530 CHAIN		32.400	1.000	0.000	0.000	32.40
03/17/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00 29.95
								ORDER 0038812 TOTAL: 2,408.35
0012160	RIMMax Wheel	0038813	STD	ORDER DATE: 03/17/03	STATUS: OPEN			SHIP DATE: 05/17/03
	/C	CUST PO: PAT STRICKLAND 2001 HYABUSA	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/17/03	RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03	RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/17/03	SPR530-40	40TH SPROCKET 530 CHAIN		32.400	1.000	0.000	0.000	32.40
03/17/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00 29.95
								ORDER 0038813 TOTAL: 2,408.35
0012160	RIMMax Wheel	0038814	STD	ORDER DATE: 03/17/03	STATUS: OPEN			SHIP DATE: 05/17/03
	/C	CUST PO: PAT STRICKLAND 2001 HYABUSA	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/17/03	RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03	RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/17/03	SPR530-40	40TH SPROCKET 530 CHAIN		32.400	1.000	0.000	0.000	32.40
05/17/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00 29.95
								ORDER 0038814 TOTAL: 2,408.35
0012160	RIMMax Wheel	0038815	STD	ORDER DATE: 03/17/03	STATUS: OPEN			SHIP DATE: 05/17/03
	/C	CUST PO: PAT STRICKLAND 2001 HYABUSA	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/17/03	RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/17/03	RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
05/17/03	SPR530-40	40TH SPROCKET 530 CHAIN		32.400	1.000	0.000	0.000	32.40
05/17/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00 29.95
								ORDER 0038815 TOTAL: 2,408.35
0012160	RIMMax Wheel	0038846	STD	ORDER DATE: 03/17/03	STATUS: OPEN			SHIP DATE: 05/18/03
	/C	CUST PO: LADALE TOLLIVER 2002 ZX-12	SUSPSEN	FRB	LAST INVOICE:			INV DATE:
05/18/03	RM031735048-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03	RM031735098-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

*-PRICE CHANGE, **-SPLIT COMMON
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

		ORDER NO	TYPE	P UNIT	WHSL MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160 RIMMax Wheels										
		0039711	STD		ORDER DATE: 04/18/03		STATUS: OPEN		ORDER 0039709 TOTAL:	2,405.05
05/18/03	/C	RMD31735042-10C	CUST PO: SOUTH SHORE 1999 YAMAHA R1	SLSRSN:	FRB	LAST INVOICE:			SHIP DATE:	05/18/03
05/18/03	RMD31735092-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000				INV DATE:	
05/18/03	SPR530-42	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000				0.000	0.000
04/18/03	/POLISH	42TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	000 C EACH	30.000	1.000				0.000	0.000
									30.00	
									10.00	
									29.95	
0012160 RIMMax Wheels										
		0039712	STD		ORDER DATE: 04/18/03		STATUS: OPEN		ORDER 0039711 TOTAL:	2,405.05
05/18/03	/C	RMD31735042-10C	CUST PO: ANGEL CORREA 2002 YAMAHA R1	SLSRSN:	FRB	LAST INVOICE:			SHIP DATE:	05/18/03
05/18/03	RMD31735092-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000				INV DATE:	
05/18/03	SPR530-42	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000				0.000	0.000
04/18/03	/POLISH	42TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	000 C EACH	30.000	1.000				0.000	0.000
									30.00	
									10.00	
									29.95	
0012160 RIMMax Wheels										
		0039713	STD		ORDER DATE: 04/18/03		STATUS: NEW		ORDER 0039712 TOTAL:	2,405.05
05/18/03	/C	RMD31735042-12C	CUST PO: RIMMAX 1999 YAMAHA R1	SLSRSN:	FRB	LAST INVOICE:			SHIP DATE:	05/18/03
05/18/03	RMD31735092-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000				INV DATE:	
05/18/03	SPR530-42	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000				0.000	0.000
04/18/03	/POLISH	42TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	000 C EACH	30.000	1.000				0.000	0.000
									30.00	
									10.00	
									29.95	
160 RIMMax Wheels										
		0039715	STD		ORDER DATE: 04/18/03		STATUS: OPEN		ORDER 0039713 TOTAL:	2,405.05
05/18/03	/C	RMD31735042-10C	CUST PO: JAY SMITH 2002 ZX-12	SLSRSN:	FRB	LAST INVOICE:			SHIP DATE:	05/18/03
05/18/03	RMD31735092-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000				INV DATE:	
05/18/03	SPR530-46	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000				0.000	0.000
05/18/03	/POLISH	46TH SPROCKET 530 CHAIN POLISHING SERV/NON INVENTORY FREIGHT	000 C EACH	30.000	1.000				0.000	0.000
									30.00	
									10.00	
									29.95	
0012160 RIMMax Wheels										
		0039716	STD		ORDER DATE: 04/18/03		STATUS: OPEN		ORDER 0039715 TOTAL:	2,405.05
05/18/03	YA031735030-62C	CUST PO: STEPHEN KEHLER 17X3.5 SLA 98- R1 C	SLSRSN:	FRB	LAST INVOICE:				SHIP DATE:	05/18/03
05/18/03	YA031735080-62C	17X3.5 SLA 98- R1 C	000 C EACH	725.625	1.000				INV DATE:	
05/18/03	SPR530-42	42TH SPROCKET 530 CHAIN	000 C EACH	806.625	1.000				0.000	0.000
04/18/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT	000 C EACH	30.000	1.000				0.000	0.000
									30.00	
									10.00	
									29.95	
0012160 RIMMax Wheels										
		0039717	STD		ORDER DATE: 04/18/03		STATUS: OPEN		ORDER 0039716 TOTAL:	1,602.21
05/18/03	/C	2001 YAMAHA R1	CUST PO: STEPHEN KEHLER	SLSRSN:	FRB	LAST INVOICE:			SHIP DATE:	05/18/03
05/18/03	RMD31735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000				INV DATE:	
05/18/03	RMD31735092-10C	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000				0.000	0.000
05/18/03	SPR530-42	42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000				0.000	0.000
04/18/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT	000 C EACH	30.000	1.000				0.000	0.000
									30.00	
									10.00	
									29.95	
0012160 RIMMax Wheels										
		0039718	STD		ORDER DATE: 04/18/03		STATUS: OPEN		ORDER 0039717 TOTAL:	2,405.05

OPEN SALES ORDER REPORT

RC Components Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

PRICE CHANGE, **-SPLIT COMMN

CUSTOMER NUMBER	PRM DATE	ITEM NUMBER	ORDER NO	TYPE	DESCRIPTION	U	WHS	L MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
05/18/03	SPRS30-46	46TH SPROCKET 530 CHAIN											
04/18/03	/POLISH	POLISHING SERVON INVENTORY											
		FREIGHT											
0012160	RIMMax Wheel	0038850	STD		ORDER DATE: 03/18/03								
					STATUS: OPEN								
					SHIP DATE: 05/18/03								
05/18/03	/C	CUST PO: PATRICK STRICKL	SLSPRSN:	FRB	LAST INVOICE:								
2001 ZX-12													
05/18/03	RM031735048-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000								
05/18/03	RM031755096-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000								
05/18/03	SPRS30-46	46TH SPROCKET 530 CHAIN	000	C EACH	32.400								
05/18/03	/POLISH	POLISHING SERVON INVENTORY											
		FREIGHT											
0012160	RIMMax Wheel	0039702	STD		ORDER DATE: 04/18/03								
					STATUS: OPEN								
					SHIP DATE: 05/20/03								
05/20/03	/C	CUST PO: PITSTOP	SLSPRSN:	FRB	LAST INVOICE:								
2002 GSXR 750													
05/20/03	RM031735040-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000								
05/20/03	RM031755090-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000								
05/20/03	SPRS30-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000								
05/20/03	/POLISH	POLISHING SERVON INVENTORY											
		FREIGHT											
0012160	RIMMax Wheel	0039703	STD		ORDER DATE: 04/18/03								
					STATUS: OPEN								
					SHIP DATE: 05/18/03								
05/18/03	/C	CUST PO: SHAWN EDMONDZ	SLSPRSN:	FRB	LAST INVOICE:								
1001 YAMAHA RX													
05/18/03	RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000								
05/18/03	RM031755052-10C	17X5.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000								
05/18/03	SPRS30-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000								
05/18/03	/POLISH	POLISHING SERVON INVENTORY											
		FREIGHT											
0012160	RIMMax Wheels	0039704	STD		ORDER DATE: 04/18/03								
					STATUS: OPEN								
					SHIP DATE: 05/18/03								
05/18/03	/C	CUST PO: ROBERTO RODRIG	SLSPRSN:	FRB	LAST INVOICE:								
2002 GSXR 1000													
05/18/03	RM031735040-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000								
05/18/03	RM031755090-10C	17X5.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000								
05/18/03	SPRS30-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000								
04/18/03	/POLISH	POLISHING SERVON INVENTORY											
		FREIGHT											
0012160	RIMMax Wheels	0039705	STD		ORDER DATE: 04/18/03								
					STATUS: NEW								
					SHIP DATE: 05/18/03								
05/18/03	/C	CUST PO: ROCCO GARGANO	SLSPRSN:	FRB	LAST INVOICE:								
2003 GSXR 1000													
05/18/03	RM031735040-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000								
05/18/03	RM031755090-10C	17X5.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,183.000								
05/18/03	SPRS30-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000								
04/18/03	/POLISH	POLISHING SERVON INVENTORY											
		FREIGHT											
0012160	RIMMax Wheels	0039706	STD		ORDER DATE: 04/18/03								
					STATUS: OPEN								
					SHIP DATE: 05/18/03								
05/18/03	/C	CUST PO: PATRICK STRICKL	SLSPRSN:	FRB	LAST INVOICE:								
2002 GSXR 750													
05/18/03	RM031735040-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000								
05/18/03	RM031755090-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,183.000								
05/18/03	SPRS30-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000								
04/18/03	/POLISH	POLISHING SERVON INVENTORY											
		FREIGHT											

OPEN SALES ORDER REPORT

PC Components Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

--PRICE CHANGE-- --SPLIT COMMN-- CSTMR NUMBER MM DATE ITEM NUMBER		ORDER NO	TYPE DESCRIPTION	P UNIT WHS L MFRS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
ORDER 0039709 TOTAL: 2,405.95									
0012160	RIMMAX Wheels	0039711	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
				CUST PO: SOUTH SHORE 1999 YAMAHA R1	SLSPRSN: FRS	LAST INVOICE:			
05/18/03	/C RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03	RM031755092-10C	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/18/03	SPRS30-42	42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00	
04/18/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00	
								29.95	
ORDER 0039711 TOTAL: 2,405.95									
0012160	RIMMAX Wheels	0039712	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
				CUST PO: ANGEL CORREA 2002 YAMAHA R1	SLSPRSN: FRS	LAST INVOICE:			
05/18/03	/C RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03	RM031755092-10C	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/18/03	SPRS30-42	42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00	
04/18/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00	
								29.95	
ORDER 0039712 TOTAL: 2,405.95									
0012160	RIMMAX Wheels	0039713	STD	ORDER DATE: 04/18/03	STATUS: NEW				
				CUST PO: RIMMAX 1999 YAMAHA R1	SLSPRSN: FRS	LAST INVOICE:			
05/18/03	/C RM031735042-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03	RM031755092-12C	17X5.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/18/03	SPRS30-42	42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00	
04/18/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00	
								29.95	
ORDER 0039713 TOTAL: 2,405.95									
0012160	RIMMAX Wheels	0039715	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
				CUST PO: JAY SMITH 2002 ZX-12	SLSPRSN: FRS	LAST INVOICE:			
05/18/03	/C RM031735048-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03	RM031755098-10C	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/18/03	SPRS30-46	46TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00	
05/18/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00	
								29.95	
ORDER 0039715 TOTAL: 2,405.95									
0012160	RIMMAX Wheels	0039716	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
				CUST PO: STEPHEN KEHLER	SLSPRSN: FRS	LAST INVOICE:			
05/18/03	YA031735030-62C	17X3.5 SLA 94+ R1 C	000 C EACH	725.625	1.000	0.000	0.000	725.63	
05/18/03	YA031755080-62C	17X5.5 SLA 94+ R1 C	000 C EACH	806.625	1.000	0.000	0.000	806.63	
05/18/03	SPRS30-42	42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00	
04/18/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00	
								29.95	
ORDER 0039716 TOTAL: 1,602.21									
0012160	RIMMAX Wheels	0039717	STD	ORDER DATE: 04/18/03	STATUS: OPEN				
				CUST PO: STEPHEN KEHLER	SLSPRSN: FRS	LAST INVOICE:			
05/18/03	/C RM031735042-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00	
05/18/03	RM031755092-10C	17X5.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00	
05/18/03	SPRS30-42	42TH SPROCKET S30 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00	
04/18/03	/POLISH	POLISHING SERV/NON INVENTORY FREIGHT						10.00	
								29.95	
ORDER 0039717 TOTAL: 2,405.95									

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

**PRICE CHANGE, **-SPLIT COMMON
CUSTOMER NUMBER PRM DATE ITEM NUMBER

ITEM NUMBER	PRM DATE	ITEM NUMBER	ORDER NO	TYPE	P UNIT	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
			DESCRIPTION	WHS L MEAS	PRICE				
0012160	RIMMax Wheels		0039718	STD	ORDER DATE: 04/18/03	STATUS: NEW			SHIP DATE: 05/18/03
05/18/03	/C	RM031735042-10C	CUST PO: DARNELL JOHNSON	SLSRPN:	FRB LAST INVOICE:				INV DATE:
05/18/03		RM031735002-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
05/18/03		SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/18/03		/POLISH	42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
			POLISHING SERV/NON INVENTORY						10.00
			FREIGHT						29.95
0012160	RIMMax Wheels		0039719	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039718 TOTAL: 2,405.95
05/18/03	/C	RM031735040-12C	CUST PO: LYNCHBURG	SLSRPN:	FRB LAST INVOICE:				SHIP DATE: 05/18/03
05/18/03		RM031735090-12C	2002 GSXR 1000						INV DATE:
05/18/03		SPRS30-42	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
04/18/03		/POLISH	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
			42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
			POLISHING SERV/NON INVENTORY						10.00
			FREIGHT						29.95
0012160	RIMMax Wheels		0039720	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039719 TOTAL: 2,405.95
05/18/03	/C	RM031735040-14C	CUST PO: RIMMAX	SLSRPN:	FRB LAST INVOICE:				SHIP DATE: 05/18/03
05/18/03		RM031735090-14C	2002 GSXR 750						INV DATE:
05/18/03		SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000	0.000	0.000	1,153.00
04/18/03		/POLISH	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000	0.000	0.000	1,183.00
			42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
			POLISHING SERV/NON INVENTORY						10.00
			FREIGHT						29.95
0012160	RIMMax Wheels		0039721	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039720 TOTAL: 2,405.95
05/18/03	/C	RM031735040-11C	CUST PO: LYNCHBURG	SLSRPN:	FRB LAST INVOICE:				SHIP DATE: 05/18/03
05/18/03		RM031735090-11C	2002 GSXR 1000						INV DATE:
05/18/03		SPRS30-42	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,641.000	1.000	0.000	0.000	1,641.00
05/18/03		/POLISH	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,671.000	1.000	0.000	0.000	1,671.00
			42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
			POLISHING SERV/NON INVENTORY						10.00
			FREIGHT						29.95
0012160	RIMMax Wheels		0039722	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039721 TOTAL: 3,381.95
05/18/03	/C	RM031735040-11C	CUST PO: MACHINES MAYH	SLSRPN:	FRB LAST INVOICE:				SHIP DATE: 05/18/03
05/18/03		RM031735090-11C	2002 GSXR 750						INV DATE:
05/18/03		SPRS30-42	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,641.000	1.000	0.000	0.000	1,641.00
04/18/03		/POLISH	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,671.000	1.000	0.000	0.000	1,671.00
			42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
			POLISHING SERV/NON INVENTORY						10.00
			FREIGHT						29.95
0012160	RIMMax Wheels		0039723	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039722 TOTAL: 3,381.95
05/18/03	/C	RM031735040-11C	CUST PO: MACHINES MAYH	SLSRPN:	FRB LAST INVOICE:				SHIP DATE: 05/18/03
05/18/03		RM031735090-11C	2002 GSXR 750						INV DATE:
05/18/03		SPRS30-42	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,641.000	1.000	0.000	0.000	1,641.00
04/18/03		/POLISH	17X3.5" RIM MAX (TRUTH) SPINNE	000 C EACH	1,671.000	1.000	0.000	0.000	1,671.00
			42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
			POLISHING SERV/NON INVENTORY						10.00
			FREIGHT						29.95
0012160	RIMMax Wheels		0039724	STD	ORDER DATE: 04/18/03	STATUS: OPEN			ORDER 0039723 TOTAL: 3,381.95
05/18/03	/C	RM031735040-10	CUST PO: JIMMY SOTO	SLSRPN:	FRB LAST INVOICE:				SHIP DATE: 05/18/03
05/18/03		RM031735090-10	2002 GSXR 1000						INV DATE:
05/18/03		SPRS30-42	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	929.000	1.000	0.000	0.000	929.00
04/18/03		/POLISH	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	953.000	1.000	0.000	0.000	953.00
			42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000	0.000	0.000	30.00
			POLISHING SERV/NON INVENTORY						10.00
			FREIGHT						29.95

OPEN SALES ORDER REPORT

RC Components, Inc.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

*-PRICE CHANGE, --SPLIT COMMNS

CUSTOMER
NUMBER PRM DATE ITEM NUMBER

ITEM NUMBER	PRM DATE	ITEM NUMBER	ORDER NO	TYPE	U. UNIT WHS I. MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
			DESCRIPTION							
0012160	RIMMAX Wheels		0039725	STD	ORDER DATE: 04/18/03	STATUS: OPEN				SHIP DATE: 05/18/03
	/C		CUST PO: ROBERT HOGAN	SLSPRSN:	FRB	LAST INVOICE:				INV DATE:
05/18/03	RM031735038-10C	2002 HYABUSA	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	923.000	1.000	0.000	0.000	
05/18/03	RM031755088-10C	17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	933.000	1.000	0.000	0.000	933.00	
05/18/03	SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	1.000	0.000	0.000	32.40	
04/18/03	/POLISH	POLISHING SER/NON INVENTORY								10.00
		FREIGHT								29.95
										ORDER 0039725 TOTAL: 1,948.35
0012160	RIMMAX Wheels		0039726	STD	ORDER DATE: 04/18/03	STATUS: OPEN				SHIP DATE: 05/18/03
	/C		CUST PO: RIMMAX	SLSPRSN:	FRB	LAST INVOICE:				INV DATE:
05/18/03	RM031735038-10C	2K HYABUSA	17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,153.000	10.000	0.000	0.000	
05/18/03	RM031755088-10C	17X3.5" RIM MAX (FREESTYLE) SF	000	C EACH	1,163.000	10.000	0.000	0.000	11,830.00	
05/18/03	SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	10.000	0.000	0.000	324.00	
04/18/03	/POLISH	POLISHING SER/NON INVENTORY								100.00
		FREIGHT								180.00
										ORDER 0039726 TOTAL: 23,964.00
0012160	RIMMAX Wheels		0039727	STD	ORDER DATE: 04/18/03	STATUS: OPEN				SHIP DATE: 05/18/03
	/C		CUST PO: RIMMAX	SLSPRSN:	FRB	LAST INVOICE:				INV DATE:
05/18/03	RM031735038-12C	2K HYABUSA	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	5.000	0.000	0.000	
05/18/03	RM031755088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,163.000	5.000	0.000	0.000	5,915.00	
05/18/03	SPR530-40	40TH SPROCKET 530 CHAIN	000	C EACH	32.400	5.000	0.000	0.000	162.00	
04/18/03	/POLISH	POLISHING SER/NON INVENTORY								30.00
		FREIGHT								140.00
										ORDER 0039727 TOTAL: 11,032.00
0012160	RIMMAX Wheels		0039728	STD	ORDER DATE: 04/18/03	STATUS: OPEN				SHIP DATE: 05/18/03
	/C		CUST PO: JULIUS PALL	SLSPRSN:	FRB	LAST INVOICE:				INV DATE:
05/18/03	RM031735040-12C	2002 GSXR 600	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	
05/18/03	RM031755090-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,163.000	1.000	0.000	0.000	1,153.00	
05/18/03	SPR530-42	42TH SPROCKET 530 CHAIN	000	C EACH	30.000	1.000	0.000	0.000	30.00	
04/18/03	/POLISH	POLISHING SER/NON INVENTORY								10.00
		FREIGHT								29.95
										ORDER 0039728 TOTAL: 1,403.05
										CUSTOMER 0012160 TOTAL: 102,182.51
										REPORT TOTAL: 102,182.51

Yamaha RG
 CBR 950RR } Not Available
 CBR 600 at this time.

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

*-PRICE CHANGE. **-SPLIT COMMNS
CUSTOMER

NUMBER PRM DATE ITEM NUMBER

		ORDER NO	TYPE	DESCRIPTION	P UNIT	QTY ON	QUANTITY	QUANTITY	
					WHS L MEAS	PRICE	SHIPPED	BACK ORD	EXTENSION
0012160	RIMMAX Wheels	0039725	STD	CUST PO: ROBERT HOGAN 2002 HYABUSA	ORDER DATE: 04/18/03	STATUS: OPEN			SHIP DATE: 05/18/03
05/18/03	/C RM031735038-10	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	923.000	1.000				INV DATE:
05/18/03	/C RM031735088-10	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	953.000	1.000				
05/18/03	/C SPR30-40	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	1.000				
04/18/03	/POLISH	POLISHING SERVON INVENTORY FREIGHT							
									29.95
0012160	RIMMAX Wheels	0039726	STD	CUST PO: RIMMAX 2K HYABUSA	ORDER DATE: 04/18/03	STATUS: OPEN			SHIP DATE: 05/18/03
05/18/03	/C RM031735038-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	10.000				INV DATE:
05/18/03	/C RM031735088-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	10.000				
05/18/03	/C SPR30-40	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	10.000				
04/18/03	/POLISH	POLISHING SERVON INVENTORY FREIGHT							
									180.00
0012160	RIMMAX Wheels	0039727	STD	CUST PO: RIMMAX 2K HYABUSA	ORDER DATE: 04/18/03	STATUS: OPEN			SHIP DATE: 05/18/03
05/18/03	/C RM031735038-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	5.000				INV DATE:
05/18/03	/C RM031735088-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	5.000				
05/18/03	/C SPR30-40	40TH SPROCKET 530 CHAIN	000 C EACH	32.400	5.000				
04/18/03	/POLISH	POLISHING SERVON INVENTORY FREIGHT							
									140.00
0012160	RIMMAX Wheels	0039728	STD	CUST PO: JULIUS PALL	ORDER DATE: 04/18/03	STATUS: OPEN			SHIP DATE: 05/18/03
05/18/03	/C RM031735040-12C	2002 GSXR 600	SLSRPN:	PRB	LAST INVOICE:				INV DATE:
05/18/03	/C RM031735090-12C	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,153.000	1.000				
05/18/03	/C SPR30-42	17X3.5" RIM MAX (DYNASTY) SPIN	000 C EACH	1,183.000	1.000				
04/18/03	/POLISH	42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000				
		POLISHING SERVON INVENTORY FREIGHT							
									29.95
0012160	RIMMAX Wheels	0039840	STD	CUST PO: EAST COAST RIME	ORDER DATE: 04/23/03	STATUS: OPEN			SHIP DATE: 05/30/03
05/30/03	/C RM031735040-10C	2002 GSXR 1000	SLSRPN:	PRB	LAST INVOICE:				INV DATE:
05/30/03	/C RM031735090-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000				
05/30/03	/C SPR30-42	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000				
05/30/03	/C POLISH	42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000				
		POLISHING SERVON INVENTORY FREIGHT							
									29.95
0012160	RIMMAX Wheels	0039841	STD	CUST PO: ROCCO GARGANO	ORDER DATE: 04/23/03	STATUS: OPEN			SHIP DATE: 05/30/03
05/30/03	/C RM031735042-10C	2003 YAMAHA R1	SLSRPN:	PRB	LAST INVOICE:				INV DATE:
05/30/03	/C RM031735092-10C	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,153.000	1.000				
05/30/03	/C SPR30-42	17X3.5" RIM MAX (FREESTYLE) SP	000 C EACH	1,183.000	1.000				
04/23/03	/C POLISH	42TH SPROCKET 530 CHAIN	000 C EACH	30.000	1.000				
		POLISHING SERVON INVENTORY FREIGHT							
									29.95

ORDER 0039841 TOTAL: 2,405.05

SORTED BY CUSTOMER NUMBER FOR TYPES: STD, BACK

--PRICE CHANGE, --SPLIT COMMON
CUSTOMER
NUMBER PRM DATE ITEM NUMBER

		ORDER NO	TYPE	DESCRIPTION	P UNIT	WHSL MEAS	PRICE	QTY ON ORDER	QUANTITY SHIPPED	QUANTITY BACK ORD	EXTENSION
0012160 RIMMax Wheels		0039842	STD	CUST PO: RAS KAWASAKI 2002 ZX-12	ORDER DATE:	04/23/03	STATUS: OPEN				
05/30/03 /C RM031733048-10C				17X3.5" RIM MAX (FREESTYLE) SP	SLSPRSN:	FRB	LAST INVOICE:				
05/30/03 RM03175509R-10C				17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000	1.000	0.000	0.000	
05/30/03 SPR530-46				46TH SPROCKET 530 CHAIN	000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/23/03 /POLISH				POLISHING SER/NON INVENTORY	000	C EACH	30.000	1.000	0.000	0.000	30.00
				FREIGHT							10.00
											29.95
											ORDER 0039842 TOTAL: 2,405.95
0012160 RIMMax Wheels		0039845	STD	CUST PO: THE ACCESS STOR 2002 GSXR 1000	ORDER DATE:	04/23/03	STATUS: NEW				
05/30/03 /C RM031735040-12C				17X3.5" RIM MAX (DYNASTY) SPIN	SLSPRSN:	FRB	LAST INVOICE:				
05/30/03 RM031755006-12C				17X3.5" RIM MAX (DYNASTY) SPIN	000	C EACH	1,153.000	1.000	0.000	0.000	
05/30/03 SPR530-42				42TH SPROCKET 530 CHAIN	000	C EACH	1,183.000	1.000	0.000	0.000	1,183.00
04/23/03 /POLISH				POLISHING SER/NON INVENTORY	000	C EACH	30.000	1.000	0.000	0.000	30.00
				FREIGHT							10.00
											29.95
											ORDER 0039845 TOTAL: 2,405.95
0012160 RIMMax Wheels		0039846	STD	CUST PO: THE ACCESS STOR 2003 HYABUSA	ORDER DATE:	04/23/03	STATUS: OPEN				
05/30/03 /C RM031735038-11C				17X3.5" RIM MAX (TRUTH) SPINNE	SLSPRSN:	FRB	LAST INVOICE:				
05/30/03 RM031755008-11C				17X3.5" RIM MAX (TRUTH) SPINNE	000	C EACH	1,641.000	1.000	0.000	0.000	
05/30/03 SPR530-40				46TH SPROCKET 530 CHAIN	000	C EACH	1,671.000	1.000	0.000	0.000	1,671.00
04/23/03 /POLISH				POLISHING SER/NON INVENTORY	000	C EACH	32.400	1.000	0.000	0.000	32.40
				FREIGHT							10.00
											29.95
											ORDER 0039846 TOTAL: 3,384.35
0012160 RIMMax Wheels		0039847	STD	CUST PO: RIM MAX 2002 ZX-12	ORDER DATE:	04/23/03	STATUS: OPEN				
05/30/03 /C RM031735048-10C				17X3.5" RIM MAX (FREESTYLE) SP	SLSPRSN:	FRB	LAST INVOICE:				
05/30/03 RM03175509R-10C				17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000	4.000	0.000	0.000	
05/30/03 SPR530-46				46TH SPROCKET 530 CHAIN	000	C EACH	1,183.000	4.000	0.000	0.000	4,732.00
04/23/03 /POLISH				POLISHING SER/NON INVENTORY	000	C EACH	32.400	4.000	0.000	0.000	128.00
				FREIGHT							40.00
											120.00
											90.00
											90.00
											ORDER 0039847 TOTAL: 7,216.00
0012160 RIMMax Wheels		0039848	STD	CUST PO: RIM MAX 2002 ZX-12	ORDER DATE:	04/23/03	STATUS: OPEN				
05/30/03 /C RM031735042-10C				17X3.5" RIM MAX (FREESTYLE) SP	SLSPRSN:	FRB	LAST INVOICE:				
05/30/03 RM031755092-10C				17X3.5" RIM MAX (FREESTYLE) SP	000	C EACH	1,153.000	3.000	0.000	0.000	3,459.00
05/30/03 SPR530-42				42TH SPROCKET 530 CHAIN	000	C EACH	1,183.000	3.000	0.000	0.000	3,549.00
04/23/03 /POLISH				POLISHING SER/NON INVENTORY	000	C EACH	30.000	3.000	0.000	0.000	90.00
				FREIGHT							30.00
											90.00
											REPORT TOTAL: 132,042.26
											CUSTOMER 0012160 TOTAL: 132,042.26